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Santa Clara County

STEVE HEMINGER
Executive Director

ANN FLEMER
Deputy Executive Director

May 17, 2010

REQUEST FOR PROPOSALS Call Box Call Answering Center

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), in cooperation with the Santa Cruz County Regional Transportation Commission SAFE, the Transportation Agency for Monterey County SAFE, and San Luis Obispo SAFE (collectively "Regional SAFEs") invite your firm to submit a proposal for the operation of the SAFE call box answering center. Four contracts, one with each of the above mentioned SAFEs will result from this Request for Proposal (RFP).

This letter, together with its enclosures, comprises the RFP for this project. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) unbound reproducible original and one (1) emailed electronic copy in PDF or Microsoft Word of their proposals no later than **4:00 p.m. on Friday, June 11, 2010**. Proposals received after that date and time will not be considered. Fax submissions will not be accepted. Proposals should be printed on double-sided paper. Covers and bindings are not required and no plastic inserts should be used. Proposals shall be considered firm offers to provide the services described in this RFP for a period of one hundred fifty (150) days from their submission.

MTC SAFE Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the address shown below. For telephone inquiries, call (510) 817-5965. E-mail inquiries may be directed to spow@mtc.ca.gov.

Stefanie Pow
MTC SAFE Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Fax: (510) 817-5848

Background

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system in the nine San Francisco Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. MTC SAFE staff members manage day-to-day operations of the project including managing the current Call Answering Center contract and coordination with the California Highway Patrol (CHP) Golden Gate Communication Center (GGCC) or Caltrans District 4. CHP handles called transferred from the Call Answering Center based on established protocol. Caltrans District 4 responds to transferred call box calls as appropriate. MTC SAFE employs private contractors handle design, manufacturing, construction, and maintenance of the program and system.

The purpose of this RFP is to engage a Contractor to establish and operate a Call Box Call Answering Center (CAC) that will answer 100% of the voice and TTY calls generated by the MTC SAFE call box program, including 511 Freeway Aid calls, which are similar to call box calls with the exception that these calls are made from a motorist's personal cell phone and their location is unknown. Voice calls from call boxes located in the Caldecott Tunnel and Posey/Webster Tubes are handled by Caltrans but TTY calls are handled by the CAC.

Three additional separate contracts with the other Regional SAFEs (Transportation Agency for Monterey County SAFE, the Santa Cruz County Regional Transportation Commission SAFE, and the San Luis Obispo SAFE) will result from this RFP. The selected contractor will be expected to answer 100% of the calls generated by their call box programs.

Scope of Work, Budget and Schedule

The work scope for this RFP is described in Appendix A, Scope of Work, and consists of two phases: Phase I, *Setup and Implementation of CAC*, and Phase II, *CAC Operations*.

The price proposal submitted on *Appendix B-1* by the selected Contractor will form the budget for Phase I. There are two methods of compensation for Phase II. First, call box calls will be compensated monthly on a base rate per call box call received by the call answering center; the base rate is adjusted upward or downward, depending on how many of the six Level of Service measures the selected Contractor exceeds or fails. Second, 511 Freeway Aid calls, which currently only apply to MTC SAFE, shall be compensated monthly by a combination of a connection fee and rate per minute for each 511 Freeway Aid call received. 511 Freeway Aid calls that exceed five minutes will be compensated on a flat rate of \$5.00. The other three Regional SAFEs may also be pursuing a program similar to 511 Freeway Aid; should this occur within the term of the contracts resulting from this RFP, they may elect to adopt the compensation method established for 511 Freeway Aid pricing set forth in *Appendix B-2*.

The contracts resulting from this RFP will be for a period of two years and ten months (including both Phase I and Phase II operations) commencing on September 1, 2010 through June 30, 2013 with the option for two additional two-year terms (of Phase II operations) at the sole discretion of each Regional SAFE.

Minimum Qualifications

To be eligible to submit a proposal, the proposer must have at least two years of experience fully implementing and operating a call answering center that can handle more than 3,000 motorist aid calls each month and provides Spanish language services. Experience handling urgent or emergency calls is desirable, but is not a minimum qualification. Additional technical minimum requirements for the call answering center are listed in *Appendix A-1*.

Proposers' Conference and Request for Exceptions

A Proposers' Conference will be held on Wednesday, May 26, 2010 in the Second Floor Lakeview Conference Room at the Joseph P. Bort MetroCenter, 101 Eighth Street, in Oakland at 1:00 p.m. Any addenda that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/contracts/>. It is the proposers' responsibility to check for addenda to this RFP and comply with any new or revised requirements in such addenda.

Any requests for clarification of or exceptions or revisions to RFP requirements or MTC's contract language must be received by MTC no later than Friday, May 28, 2010 at 2 p.m. to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section V of this RFP. MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposals that, in the opinion of MTC SAFE, is the most advantageous to MTC SAFE, based on the evaluation criteria in Section V.

Contractor Selection Timetable

Wednesday, May 26, 2010 @ 1:00 p.m.	Proposer's Conference at <i>Second Floor Conference Room, MTC MetroCenter, 101 Eighth St., Oakland</i>
Friday, May 28, 2010 @ 2:00 p.m.	Deadline for submission of requests for clarification or exception to RFP provisions
No later than three business days prior to the due date for receipt of proposals	Deadline for Protesting RFP provisions
Friday, June 11, 2010 @ 4:00 p.m.	Closing date/time for receipt of proposals
Wednesday, June 23, 2010 @ 9:00 a.m.	Interviews, <i>MTC MetroCenter, 101 Eighth St., Oakland</i>
Wednesday, June 23, 2010 @ 2:00 p.m.	Best and Final Offers Due (if necessary)

July 9, 2010	MTC Operations Committee Approval
September 1, 2010	Execution of MTC SAFE contract
August 2010 (approximate)	Monterey SAFE Board Approval
August 2010 (approximate)	San Luis Obispo SAFE Board Approval
August 2010 (approximate)	Santa Cruz County Regional Transportation Commission SAFE Approval

General Conditions

MTC SAFE will not reimburse any Contractor for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

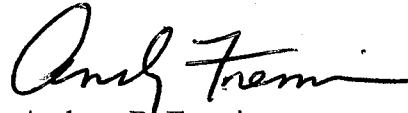
The selected Contractor will be required to sign four contracts resulting from this RFP, one per SAFE involved. Each agency's standard contract or synopsis of key contract provisions are summarized in *Appendix D, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement* (a copy of MTC SAFE's Standard Contractor Agreement may be obtained from the Project Manager, upon request) and *Appendix E-1, Monterey County SAFE Standard Contract; Appendix E-2, Santa Cruz County SAFE Standard Contract; and Appendix E-3, San Luis Obispo County SAFE Standard Contract*. If a proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with the procedures listed in the RFP, Section VI.E. The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1*, within five (5) days of MTC SAFE's notice to firm that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC SAFE

Based on an evaluation conducted by a selection panel, the Executive Director will recommend a contractor to the MTC SAFE Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP. The Regional SAFEs shall be committed to the expenditure of funds in connection with this RFP by separate action of their respective Boards.

Thank you for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew B. Fremier". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew B. Fremier
Deputy Executive Director, Operations

ABF: SP

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

CALL BOX CALL ANSWERING CENTER (CAC)

May 17, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
510.817-5700

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I. PROJECT BACKGROUND

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system in nine county San Francisco Bay Area. MTC SAFE staff members manage day-to-day operations of the project including managing the Call Answering Center (CAC) contract; the California Highway Patrol (CHP) Golden Gate Communication Center (GGCC) and Caltrans respond to transferred call box calls as appropriate; and private contractors handle design, manufacturing, construction, and maintenance of the program and system.

At the inception of the call box program, CHP personnel handled all call box calls. Since 1999 call box calls have been handled by a private call answering center. Call box calls have declined with the proliferation of cell phones as detailed in the 2009 Call Box Call Volume Trend enclosed as *Appendix A-7*. To supplement the decline in call box calls and the growing usage of cell phones, MTC SAFE recently launched 511 Freeway Aid, a mobile call box program that allows motorist to access the same call box services through their personal cellular phones.

Currently, MTC SAFE receives about 1,800 voice calls per month from its network of 2,300 fully equipped TTY call boxes on freeways, expressways, county roads, tunnels and toll bridges. 511 Freeway Aid receives nearly 4,000 calls a month which are handled similarly to call box calls except the caller's location is unknown and must be determined by the call answering center operator. A majority of 511 Freeway Aid calls are less than a minute long because callers are requesting for inappropriate services such as directions, travel times, etc. Over 65% of all calls received by the CAC contractor are completed at the CAC, without needing CHP assistance. These calls include stranded motorists who request help from a car club, friends, family, and also include check-up calls from the MTC SAFE maintenance contractor, and inappropriate use calls. Information regarding non-emergency motorist-aid incidents is reported electronically to the CHP via a Remote Agent terminal that is setup by the selected Contractor. The remaining calls that need live CHP operator assistance include emergency calls such as accidents, medical emergencies, road hazards, or crimes in progress. The average call lasts for about three minutes, though some calls requiring live CHP assistance and calls involving other parties may last longer depending on hold time, etc. The vast majority of callers speak English, though a minority speaks Spanish or other languages, requiring on-site Spanish speakers at the CAC and translation services for additional languages.

The Regional SAFEs' call box systems have a combined total of 460 call boxes. The selected Contractor should expect about 300 calls per month from these Regional SAFEs in addition to the roughly 5,000 call box and 511 Freeway Aid calls MTC SAFE currently generates. The CAC Contractor selected through this procurement will enter into separate contracts with each of these Regional SAFEs to answer their respective call box calls.

II. MINIMUM QUALIFICATIONS

To be eligible to submit a proposal, the proposer must have at least two years of experience in fully implementing and operating a call answering center that can handle over 3,000 motorist aid calls each month and provides Spanish language services. Experience handling urgent or emergency calls is desirable. Additional technical minimum requirements for the call answering center are listed in *Appendix A-1*.

III. SCOPE OF WORK, BUDGET AND COMPENSATION, AND SCHEDULE

The scope of work for this project is provided in *Appendix A*. The selected Contractor is expected to perform all work necessary to complete the Scope of Work in establishing and operating a Call Answering Center (CAC) capable of answering 100% of the calls generated by the MTC SAFE as well as the calls generated by the three additional Regional SAFEs' respective call box programs. Most calls will first be answered by the CAC, and calls requiring relevant emergency and towing-related needs would then be forwarded to the GGCC, Monterey, and San Luis Obispo (SLO) CHP Dispatch Centers for completion. Certain calls from the bridges and bridge approaches will be forwarded to Caltrans for dispatch, while other calls will be completed by the CAC. The selected Contractor will be expected to coordinate all work efforts with MTC SAFE, GGCC, the Monterey, SLO CHP Dispatch Centers and Caltrans Dispatch Centers for calls those centers currently handle by their respective agencies. The scope of work is in two phases, generally, the majority of work in Phase I is related to the setup of the CAC, with Phase II dealing with continuing call answering operations.

The prices set forth in *Appendix B-1, Phase I Task Budget Proposal Form* submitted by the selected Contractor will form the basis for the budget for Phase I. The Phase I payments are intended to cover any equipment and set-up costs required for this project, as specified in the Scope of Work, as well as deliverables. Only equipment used solely for purposes of meeting the requirements of this contract will be paid for by MTC SAFE.

Once the CAC operation has begun, the selected Contractor will be compensated on a base rate per call basis for each call box call it receives as set forth in *Appendix B-2, Phase II Price Per Call Proposal Form*. The rate per call will vary according to Contractor performance in meeting six Level of Service (LOS) measures, as follows:

	Level of Service Measure	Expected	Bonus
1.	Percentage of calls answered in less than 20 seconds	90%	95%
2.	Percentage of calls answered in less than 90 seconds	98%	99.25%
3.	Average delay in answering calls	10 sec	8 sec
4.	Average delay in answering calls during peak periods	12 sec	10 sec
5.	Number of days 2-3% of calls were delayed by 2 minutes	2	0
6.	Average call answering quality score	7.5	8

LOS measures meeting the expected level will receive the base rate per call. LOS measures that exceed expectations (bonus level) will receive 3% of the base rate per call for each measure exceeded, while LOS measures that are below expectations will receive a 3% reduction of the base rate per call for each measure below expectations. All LOS measures are determined by an independent consultant selected by MTC SAFE. The form and criteria used for determining call answering quality are described in *Appendix A-6, Remote Operator Monitoring Evaluation*. MTC SAFE reserves the right to change LOS measures and expected/bonus levels upon execution of each of the two contract option periods. In addition, subject to the agreement of the Contractor, MTC SAFE may change the call answering quality form and criteria at any time during the contract period.

511 Freeway Aid calls shall be compensated monthly by a combination of a connection fee and rate per minute for each 511 Freeway Aid call received. Any 511 Freeway Aid calls that exceed ten minutes will be compensated on a flat rate of \$5.00. This method of payment currently only applies to MTC SAFE however, the other Regional SAFEs may also be pursuing a program similar to 511 Freeway Aid and should this occur under the term of the contracts resulting from this RFP, compensation may be based on the 511 Freeway Aid pricing as set forth in *Appendix B-2*.

The contracts resulting from this RFP will be for a period of two years and 10 months (including Phase I and Phase II operations) commencing on September 1, 2010 through June 30 2013, with the option on the part of each regional SAFE to extend for two additional two year terms.

A preliminary schedule of Phase I operations is detailed below. The selected Contractor is expected to fully handle call box call answering on January 1, 2011. Should the selected Contractor encounter problems that may delay any of the completion dates listed below, the Contractor shall be held responsible for cost incurred due to the delays.

Start Date	End Date	Event
September 1, 2010	-	Contract Finalization and Execution
September 1, 2010	September 22, 2010	Task 1: Planning and Design
September 6, 2010	October 1, 2010	Task 2: CAC Setup
September 9, 2010	September 29, 2010	Task 3: Operations Preparation and Setup
September 30, 2010	October 20, 2010	Task 4: CAC Test Operations
October 18, 2010	November 19, 2010	Task 5: CAC Operations Transition
October 21, 2010	December 8, 2010	Task 6: Implement Remote Agent
January 1, 2011	June 30, 2013	Task 7: Continuing CAC Operations

IV. PROPOSAL FORM

The Proposer shall submit one (1) reproducible original and one (1) emailed electronic copy in PDF or Microsoft Word of their proposals no later than **4:00 pm on Friday, June 11, 2010** to be considered. Proposals should be printed on double-sided paper. Covers and bindings are not required and no plastic inserts should be used. Each proposal should include:

A. TRANSMITTAL LETTER

The transmittal letter must be signed by an official authorized to bind the Proposer. In addition to a statement confirming that the proposal is a firm offer for the services defined in the RFP for at least 150 days, the letter should include: the name, title, address, phone, fax number, and e-mail address of the signatory, and an acknowledgment of receipt of all RFP addenda, if any.

B. OVERVIEW AND SUMMARY

This section should clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, including but not limited to:

- A brief discussion of the purpose of the project;
- A summary of the unique characteristics of the proposed approach, and the assumptions made in selecting the approach; and

- Identification of the most difficult issues or factors affecting the implementation of the project.

C. DETAILED WORK PLAN

Response to this section should include a narrative that addresses all the Tasks/Subtasks outlined in the detailed *Appendix A, Scope of Work* of this RFP. The narrative should adequately show the Proposer's understanding concerning the needs and requirements of the project and should include, but not be limited to, the following:

- A description of the Proposer's approach to completing each task specified in the Scope of Work;
- A sequential outline of the activities that will be undertaken in completing the tasks and subtasks, specifying the hours required to complete each task and subtask, by key personnel;
- A schedule for completing the tasks in terms of elapsed weeks from the project commencement date, indicating when each deliverable is anticipated to be provided to the MTC SAFE or completed;
- Identification of the methods that the Proposer would use to ensure quality control as well as budget and schedule control for the project; and
- A description of any items, equipment, and facilities specified for this project that Proposer already has in place and/or needs to acquire and how each is reflected in the budget as well as the Scope of Work. Proposals must identify and justify any deviations from the minimum specifications for this project. (Refer to *Appendix A-1*).

Proposers may propose procedural or technical enhancement/innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

D. FACILITIES AND EQUIPMENT DESCRIPTION

Proposer shall describe the physical characteristics of the facility proposed to be used for this project. If available, the Proposer shall provide pictures and diagrams of the floor plan, workstations, back-up system, etc., that might be applicable to this project. The actual description should include the following:

- Facility Address;
- Square footage and number of workstations;
- Expansion capabilities;
- Equipment currently in place;
- Amenities; and
- Other attributes, as appropriate.

The Proposer should describe in detail other types of call answering handled or proposed at this facility, if applicable, and the percentage breakdown of these other types of call answering activities.

E. MANAGEMENT PLAN

This section should describe the Proposer's approach to management of the work. If the proposal is a team effort involving subcontractors, the distribution of work among the team members should be indicated. Please discuss the Proposer's organization, how work assignments are

structured, and the staffing plan, including the individual who will have project management responsibilities.

The staffing plan should specify each key staff member's role and the amount of time they will be devoting to each task and subtask identified in the Proposer's detailed work plan (this section may be combined with the Proposer's response to the second bullet of Subsection C, Detailed Work Plan). The Proposer shall also describe the roles of any subcontractors, with a description of subcontractor's specific responsibilities, experience, qualifications, and how they will be supervised. A description of the method(s) to be used in monitoring and evaluating the changing needs for staffing appropriate to call demand levels while meeting proposed level of service goals will also be required. In particular, the Proposer should describe the method to be used to determine the number of call answering, supervisorial, and support staff needed to handle projected call volumes.

The staffing plan should include an organizational chart showing roles and responsibilities of key personnel and reporting structure. The organizational chart needs to reflect staffing levels at start-up, the program transition phase, and at 100% operation.

F. QUALIFICATIONS AND REFERENCES

In addition to evaluation purposes, this section will be used for determining the Proposers' compliance with the minimum qualifications set out in Section II, Minimum Qualifications.

This section should provide a short description of previous projects, which significantly relate to the Proposer's and any subcontractors' qualifications to perform the work outlined for this project. Describe experience in managing and coordinating multiple agency contract/projects. Relevant call answering reports, statistics, and level of service achievements should be provided, if available.

This section should also include the names, qualifications, and experience of key personnel related to the operation of a call answering center (one page resumes may be included as an exhibit). The proposal should include sufficient information to demonstrate Proposer and its project team's skills in call center operations, data management, information systems, system administration, report and manual preparation, record keeping, maintaining low operator turnover, and communications/public relations skills.

This section should also address the Proposer's financial position relative to its ability to operate and sustain the project over the two and a half year period and beyond and include a statement that key personnel will be available to the extent proposed for the duration of the project and an acknowledgment that no person designated as "key" to the project shall be removed and replaced without the prior written concurrence of the MTC SAFE.

The Proposer should provide a list of three former clients on *Appendix C, Reference Form* for whom your firm has performed services similar to those described in this RFP. If the use of subcontractors is contemplated, provide the same reference information regarding the subcontractors for work similar to their proposed responsibilities under this Project.

G. SOFTWARE

Provide a description of any software proposed for use under the project, including but not limited to any management software and the software proposed for interview screens under Task

2, CAC Set-up (Physical Plant, Equipment and Software) of *Appendix A*, and the remote agent functionality as described in Deliverable 14 of *Appendix A*. Relevant software license agreements should be provided with the proposal.

H. PRICE PROPOSAL

The Proposer is required to provide the following information as their Price Proposal for the project:

1. Using the form in *Appendix B-1*, Phase I Task Budget Proposal Form, provide a Task Budget covering only Phase I of the project that presents a breakdown of expenses by task to demonstrate a full understanding of the resources required for this work. MTC SAFE will only pay the Contractor for equipment purchased solely for the purposes of this contract.
2. Complete *Appendix B-2*, Phase II Price Per Call Proposal Form. In this form, proposers shall propose a base price per call. Bonus and penalty payment will be 3% of the proposed base price for each LOS measure exceeded or failed each month. The Proposer shall also include their proposed connection fee and rate per minute for each 511 Freeway Aid call. Each call exceeding ten minutes will be compensated only a flat rate of \$5.00. All proposed prices per call should cover all anticipated costs under Phase II.

I. INSURANCE REQUIREMENTS.

Submit a signed MTC SAFE Insurance Requirements form in *Appendix D-1*.

J. CALIFORNIA LEVINE ACT STATEMENT

Submit a signed Levine Act Statement in *Appendix D-2*.

V. PROPOSAL EVALUATION

A. VERIFICATION OF MINIMUM QUALIFICATIONS

The Project Manager will first review proposals to ensure that each Proposer meets the minimum qualifications in Section II.

B. REVIEW FOR GENERAL RESPONSIVENESS

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section IV, Proposal Form. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section IV, Proposal Form, may be considered complete and generally responsive, if evaluation in every criterion is possible.

C. EVALUATION FACTORS

Responsive proposals that meet the minimum qualifications will then be evaluated by a panel of representatives from the MTC SAFE, Monterey County, and Santa Cruz County SAFE staff and possibly other persons appointed by MTC SAFE, on the basis of the following evaluation

factors. The Cost factor is approximately 50% of the evaluation score while Qualifications and Work Plan factors are each 25%:

1. Cost

- Phase I: setup and implementation
- Phase II: ongoing operations (which is approximately 50% of the cost score)

2. Qualifications

- History of the firm in providing similar motorist aid call handling to public agencies and/or auto clubs.
- Technical experience of the firm in implementing and operating a call answering center;
- Qualifications and experience of key project staff, particularly the Project Manager;
- Ability to manage a call answering center; and
- References

3. Work Plan

- Demonstrates understanding of the project and services to be provided through evaluation of logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks;
- Has necessary resources including appropriate staff levels, call answering software and hardware, facility and office equipment (fax machine, email, etc.)
- Ability to meet schedule including having the project 100% operational (start of Phase II) by January 1, 2011; and
- Demonstrating abilities to meet Level of Service standards;

Following the initial evaluation, the panel may elect to recommend award to a particular proposer or may enter into interviews with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

D. PROPOSER INTERVIEWS

Proposers on the “short-list” will be invited to participate in an interview at which questions will be asked by the evaluation panel related to the submitted proposals, the proposer’s experience, and work plan. The proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any interview. Proposers may provide a presentation limited to not more than 20 minutes. Instructions for such presentations will be provided at the appropriate time.

MTC SAFE reserves the right to not convene oral interviews and to make an award on the basis of initial proposals.

E. SITE VISITS

MTC SAFE may conduct site visits for those short-listed proposers that currently have an operational call center and use information gained from the site visits, in conjunction with the proposal, for evaluating Work Plan and Qualifications.

F. RECOMMENDATION OF AWARD

Following interviews (if held), the evaluation panel will have the opportunity to revise their initial evaluations against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC SAFE Operations Committee for approval.

MTC reserves the right to accept or reject any and all proposals, to waive minor irregularities in a proposal, and to request additional information from a proposer.

VI. GENERAL CONDITIONS

A. LIMITATIONS

This RFP does not commit the MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. AWARD

Any award made will be to the Contractor whose proposal is most advantageous to MTC SAFE based on the evaluation criteria outlined above.

C. BINDING OFFER

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from contractor to contract with MTC SAFE and the Regional SAFEs according to the terms of the proposal for a period of one hundred fifty (150) days after its date of submission, which shall be the date proposals are due to MTC SAFE.

D. CONTRACT ARRANGEMENTS

The selected Contractor will be expected to execute four contracts, one per SAFE involved. Each agency's standard contract or synopsis of key contract provisions are summarized in *Appendix D, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement and Appendix E-1, Monterey County SAFE Standard Contract, E-2, Santa Cruz County SAFE Standard Contract, and E-3, San Luis Obispo County SAFE Standard Contract*. If a proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with the procedures listed in the RFP, Section VI.E.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within five (5) days of MTC SAFE's notice to firm that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on

requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

The contract payment terms will be a combination of firm fixed price lump sum payments based on deliverables for Phase I, and on a price per call basis, based on call volumes and level of service measures for Phase II. If the contract is extended for any of the two option periods, payment will be based on a negotiated price per call. MTC SAFE reserves the right to change LOS measures and expected/bonus levels upon execution of each of the two contract option periods.

Call box calls will be compensated monthly on a base rate per call box call received by the call answering center of which the base rate is adjusted upward or downward by 3%, depending on how many of the six Level of Service measures the selected Contractor exceeds or fails. Second, 511 Freeway Aid calls, which currently only apply to MTC SAFE, shall be compensated monthly by a combination of a connection fee and rate per minute for each 511 Freeway Aid call received. 511 Freeway Aid calls that exceed five minutes will be compensated on a flat rate of \$5.00.

E. SELECTION DISPUTES

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) no later than 4:00 p.m. on the third working day prior to the date proposals are due, for objections to RFP provisions;
- 2) no later than 4:00 p.m. on the third working day after the date the proposer is notified that it failed to meet minimum qualifications or was adjudged non-responsive; or
- 3) no later than 4:00 p.m. on the third working day after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to contractor selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. At the sole discretion of the MTC SAFE, a protesting proposer may be given additional time, up to five (5) working days, to supplement its protest.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

The decision of the Executive Director may be appealed to the MTC Operations Committee, no later than 4:00 p.m. on the third working day after receipt of the written response from the Executive Director. The MTC SAFE Operations Committee's decision will be the final agency decision.

F. PUBLIC RECORDS

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Operations Committee has authorized award.

G. RIGHTS IN DATA

The selected Contractor will be expected to sign an agreement assigning all rights to ownership of its work product, including rights in copyright, to MTC SAFE and with each of the Regional SAFEs promising to execute any documents necessary to perfecting such rights. In the alternative, should the selected Contractor propose any software or documentation already developed and copyrighted by the contractor or a third party, MTC SAFE and the Regional SAFEs must be granted irrevocable licenses, free of any royalties not covered in the Contractor's proposal, to use the copyrighted materials for the purposes specified in the RFP, which may include, in the case of software, access to source code and source code documentation. In that case, the Contractor will be required to warrant to MTC SAFE and the Regional SAFEs that it has the right to license all processes and materials used in the CAC.

APPENDIX A: SCOPE OF WORK

The selected Contractor is expected to perform all work necessary to establish and operate a Call Answering Center (CAC) capable of answering 100% of the calls generated by the MTC SAFE call box program, as well as by the Transportation Agency for Monterey County SAFE, Santa Cruz County Regional Transportation Commission SAFE, and the San Luis Obispo SAFE (collectively “the Regional SAFEs”). Most calls will first be answered by the CAC, and calls requiring relevant emergency and towing-related needs would then be forwarded to the GGCC or Monterey and SLO Dispatch Centers for completion. Certain calls from the MTC SAFE bridges and bridge approaches will be forwarded to Caltrans or the Golden Gate Bridge & Highway District (GGBHD) for dispatch, while other calls will be completed by the CAC. The selected Contractor will be expected to coordinate all work efforts with MTC SAFE, GGCC, the Monterey, SLO CHP Dispatch Centers, and Caltrans Dispatch Centers for calls handled by their respective agencies.

Phase I Scope of Work is applicable to MTC SAFE and the three Regional SAFEs. Additional requirements specific to the Regional SAFEs is detailed in a separate scope of work at the end of this Scope of Work.

PHASE I - SET-UP AND IMPLEMENTATION OF CALL ANSWERING CENTER

Task 1 – Planning and Design for CAC

- Determine phased transition of services
 - Contractor shall coordinate with MTC SAFE in the development of the transition plan.
 - Contractor shall schedule a meeting with MTC SAFE and current CAC to discuss, plan and execute transition schedule.
 - **Deliverable 1: Phased Transition of Service Plan and Schedule**
- Develop or Provide CAC Facilities and Systems Plan
 - Contractor shall supply a detailed facilities and systems plan for MTC SAFE approval. Only equipment used solely by MTC SAFE for its CAC operations shall be reimbursed. All equipment purchased by MTC SAFE shall remain property of MTC SAFE.
 - **Deliverable 2: Draft and Final Facilities and Systems Plan**
- Develop or Provide CAC operational policies and procedures
 - In coordination with MTC SAFE, contractor shall develop an operational policies and procedures manual to ensure proper operation of the CAC. Contractor may use existing policies and procedures and submit them for MTC SAFE approval.
 - **Deliverable 3: CAC Policies and Procedures**
- Develop or Provide training materials and associated materials
 - The training program must be developed for operators, supervisors, and the trainers themselves. The CAC training aids will closely parallel the CHP manuals that will be provided by the MTC SAFE Project Manager. Detailed manuals and procedures need to be in place. Development of a formalized training program and curriculum will be specific to this application.

Contractor may use existing materials and submit them for MTC SAFE approval. This program will include:

- Training manuals
- Operating procedures and policies for dealing with other organizations
- Operator testing and evaluation criteria
- Teaching aids, including maps and highway id's
- Investigation procedures for customer complaints
- Program management and coordination with MTC SAFE
- **Deliverable 4: Draft and Final Training Materials**
- Develop or provide emergency operating procedures and preparedness plan
 - The emergency operating plan should outline the procedures in the event the CAC's onsite computer and phone system fail. Calls should be automatically transferred to a backup CAC for the first two weeks of CAC failure under a contract negotiated by the selected CAC contractor. (Failures longer than two weeks will be covered by MTC SAFE's contract for the Backup CAC.) The plan should also outline the procedures if important hardware or software fails, including but not limited to the server, ACD, phone and T1 lines, and workstations. Contractor may use existing emergency procedures and plan and submit them for MTC SAFE approval.
 - **Deliverable 5: Draft and Final Emergency Operating Procedures and Preparedness Plan**
 - **Deliverable 6: Executed Contract for Emergency CAC Backup Services**
- Identify reporting needs and develop reporting mechanisms
 - At a minimum, the report shall include statistics identified in Task 7, bullet five.
 - **Deliverable 7: Schedule of report delivery, along with a sample report.**

Task 2 – CAC Set-up (Physical Plant, Equipment and Software)

- Procure, install, and test Telecommunication Device for the Deaf (TTY/TDD) equipment
 - The Contractor shall equip each terminal with a screen-based TDD messaging feature so that any operator position can handle a TDD transmitted call from the call box. A TDD uses the TTY communication format, which is standard throughout the world. In cases where the call box caller asks the operator to send a message to a friend and/or family member who uses a TDD, the Contractor must be able to communicate with the TDD caller directly from the CAC's computer terminals. The TTY/TDD messaging feature should be fully integrated with the custom screens, and shall be capable of accepting calls from all MTC SAFE TTY call boxes.
- Develop, install, and test custom screens
 - Contractor shall provide MTC SAFE and CHP with all necessary licenses covering all the intended uses, with renewable terms covering, at a minimum, the initial term of the contract resulting from this RFP plus the possible extension periods. Contractor, with MTC SAFE staff assistance, shall obtain the CHP's CAD database describing call box locations. MTC SAFE, through its call box maintenance provider, shall notify Contractor of any changes to

the call box location or other information to update the CAC's call box location database.

- Contractor may use its existing sales or contract management software, traditional emergency or alarm system dispatching software packages that allow for a similar degree of customization of the interview screens and database development. The proposed software must be consistent with other elements of this RFP and must be demonstrated to MTC SAFE staff during the proposal review process that it reliably stores and retrieves the data and can send dual tone multi-frequency (DTMF) tones in any page of the custom screens to activate call box features. The custom screens' goal should be as automated, efficient, and user-friendly as possible and to minimize the operator's decision making and clarify exactly what to do and say in different situations. The number of screens should be minimized. These screens shall be developed cooperatively with MTC SAFE and contractor shall notify MTC SAFE of any changes to the custom screens.
- Develop remote monitoring web page for CHP and MTC SAFE,
 - The remote monitor web page accessible to MTC SAFE and its inspector shall have the ability to download recorded digital voice logs of the call, retrievable via the 24-hour log or by search. The webpage shall also allow sorting of incidents by all fields including but not limited to highway, time, operator, and incident type.
- Test integrated system
 - Contractor shall develop a test schedule in cooperation with MTC SAFE. A MTC SAFE staff member must be present at the test unless otherwise authorized in writing by MTC SAFE. Contractor shall fully document each test conducted and shall document and provide MTC SAFE the results of the test. Upon completion of the tests, contractor shall provide MTC SAFE with detailed reports on the results of all tests.
 - **Deliverable 8: Equipment Installation, Test Schedule and Test Result Report**

Task 3 – Operations Preparation and Set-up

- Record actual calls at existing CAC for training
 - Contractor in cooperation with the MTC SAFE Project Manager and the existing CAC contractor will monitor and record actual calls received at the existing CAC. These calls will be used for training purposes at the new CAC.
- Develop call scripts
 - Contractor shall develop call scripts that logically prompt operators for caller responses and includes fields for all necessary information for assistance. A sample screen design is shown in *Appendix A-3, Sample Incident Screen Design* of which the Contractor shall base their scripts on but may deviate from, as appropriate. New and existing call scripts must be presented to MTC SAFE for approval.
 - Call scripts must also be developed to handle 511 Freeway Aid calls. These scripts shall focus on location identification, but should also incorporate any requirements applied to the standard call scripts

- **Deliverable 8: Call Box Operator Call Scripts**
- Provide, train, and test CAC staff
 - Contractor shall work closely with MTC SAFE staff and CHP to hire (if needed), train, and test qualified and competent CAC supervisors and operators. Operators may be trained in one or two weeks depending on experience, and must be tested for proficiency. Training will also include listening to actual calls from the existing CAC as well as answering test calls. 511 Freeway Aid training requires intense geography training; some materials will be provided by MTC SAFE. Contractor shall notify MTC SAFE of the training schedules throughout this contract and MTC SAFE may monitor and/or attend any of the training sessions. In the event MTC SAFE designates a MTC SAFE employee to attend training, contractor shall provide the same training to the MTC SAFE employees as the CAC staff for this project.
 - **Deliverable 9: Staff list, operator schedule, and training schedule.**
- Establish translation services
 - Contractor is required to have a Spanish-speaking operator on shift 24 hours a day. Failure to do so is a material breach of contract. If a language is needed that is not spoken by the Contractor's operator staff, a translation service must be used. Additional translation services must be provided through a telephone number accessible 24 hours a day, 365 days a year. Contractor shall ensure proper documentation of usage, including date, time, language, and duration of each call and provide totals by minutes and amount, as a part of the monthly invoice.
 - **Deliverable 10: Executed, Compliant Contract for Translation Services**

Task 4 – CAC Test Operations

- Review and revise, as necessary, call flows and types (current call flow diagram is *Appendix A-5, Current Call Flow Diagram*)
 - **Deliverable 11: Updated Call Flow Diagram**
- Update phased transition of services plan and confirm call flow routes
- Initiate test operations using approximately 100 call boxes
 - At least 100 call boxes that are within the first designated route will be programmed to be answered at the CAC. These call boxes will generate at least two to three calls per hour. Each operator will be expected to spend at least two shifts answering actual calls with the assistance of a trainer (observer) prior to call boxes along the first route being fully programmed to the CAC. Additionally, 511 Freeway Aid calls will be used to test and train the operators. This final training step will be conducted for all shifts covering the 24-hour period.
- Attend CAC implementation meetings, either in person or via teleconference
 - The purpose of these meetings will be to discuss the CAC operation, coordination with CHP and MTC SAFE, program problems as well as areas of success.
- Develop monthly data report for both the fixed callbox calls and 511 Freeway Aid calls. The purpose of these reports is to count and categorize the various ways in

which calls are handled following the format in *Appendix A-4, Sample Call Type Report* :

- **Deliverable 12: Call Type Reports for fixed callbox calls and 511 Freeway Aid calls.**

Task 5 – CAC Operations Roll-Out (Phased Transition)

- Provide trained staff and test additional staff
- Initiate operations sequentially on selected routes
 - Contractor shall initiate call answering operations along selected routes according to the Phased Transition of Service Plan and associated schedule developed in Task 1.
- Monitor program operations and implement any necessary corrective actions
 - In cooperation with MTC SAFE and CHP, Contractor shall monitor operational statistics, address operational problems as they occur, and implement any necessary corrective actions to address problems identified.
 - Contractor shall develop and distribute to all project partners a report detailing operational summary statistics (once operations have begun), implementation and operational issues encountered and actions taken to address them within the past month, and the identification of critical issues needing attention in the future.
 - **Deliverable 13.: Updated Documentation of Test Results and Corrective Measures Taken**
- Present test results and corrective actions to MTC SAFE Project Manager.

Task 6 – Prepare and Implement Remote Agent

- Procure and configure equipment for remote agent
 - Contractor shall be responsible for purchasing equipment and related communications lines (DSL, fractional T1) for the remote agent link from the CAC to CHP GGCC (Vallejo). The remote monitor link should include all incidents identified for forwarding to these agencies in the past 24 hours, and should keep track of the time the message was sent over and when the message was opened by GGCC. A breakdown of which calls should be transferred to CHP live versus the CHP remote monitor is described in *Appendix A-2, Call Handling Matrix*.
 - **Deliverable 14: Installation of Remote Agent to GGCC**
- Develop call scripts for remote agent
 - Contractor shall develop a set of call scripts for the Remote Agent that will guide call answering staff through the proper procedures for handling all varieties of call box calls.
- Develop training curriculum and associated materials for remote agent
 - Contractor shall develop training manuals and teaching curriculum appropriate to training and testing CAC call answering staff for the remote agent.
 - **Deliverable 15: Remote Agent Call Scripts and Training Materials**
- Develop, install, and test custom screens for remote agent

- Contractor shall develop a set of custom computer screens with data entry screens, scripts, help screens, and other enhancements that will enable call box call answering data storage, communications with other call answering personnel (including two-way messaging), and report and voice log retrieval functions for the remote agent.
- Develop remote agent summary report
 - Contractor shall develop a summary report for MTC SAFE approval of remote agent and overall CAC operating statistics, operational issues encountered, and corrective actions taken.
 - **Deliverable 16: Remote Agent Summary Report**

PHASE II: CAC OPERATIONS

The implementation schedule for Task 7 is subject to the successful accomplishment of Contractor activities and service goals under Task 4 through 6. If MTC SAFE deems the selected Contractor has met the requirements of Phase I, the selected Contractor shall provide an updated implementation schedule that meets or precedes the January 1, 2011 transition date. If the selected Contractor has not completed Phase I, it shall proceed with each addition to service under Task 5 and Task 6 only with the approval of the MTC SAFE Project Manager.

There will be an on-going evaluation as part of the test and transition period (Tasks 4-6) when call box calls are being transferred from the existing Call Answering Center contractor (Connections Communications). The CAC will only be permitted to increase the percentage of calls handled with the approval of MTC SAFE.

MTC SAFE will be the manager of this project and will direct the efforts of the selected contractor. The MTC SAFE Project Manager will also coordinate efforts being conducted at the existing CAC to transfer services to the new CAC during both the initial and ongoing phases of the program.

Task 7 – Continuing CAC Operations

- Continue operations and staffing activities
 - Contractor shall periodically revise and update operational and training documents (e.g. training manuals, policies and procedures manuals) on an as needed basis in reaction to changes made in operational procedures.
- Monitor program operations and implement any necessary corrective actions
- Attend SAFE meetings, as needed
- Bimonthly system tests
 - Contractor shall test all operational and backup CAC systems to ensure their proper functional health. Testing procedures shall be determined in cooperation with the Project Manager.
- Submit Report of Statistics Monthly
 - All reports must be able to be customized and reflect hourly, daily, weekly, and monthly calculations. Reports shall be submitted with monthly invoices; receipt of reports must precede issuance of payment. The following (subject to change) shall be included in the monthly reports:

- Number of calls received per month broken down into type of incident, as detailed in *Appendix A-4, Sample Call Type Report*
 - Number of calls received, answered, and abandoned
 - Number of calls transferred to CHP, Caltrans, or other parties
 - Call answer delay for each call type
 - Average talk time and hold time
 - Calls made using the translation service provider
 - CAC staffing or occupancy by time interval
 - Explanation of the five longest calls and five longest call answer delay calls, as identified in the previous month's Blue Book (motorist assistance statistical handbook, available upon request).
- Contractor shall make Automatic Call Distributor (ACD) data available to MTC SAFE's data analyst for inclusion in MTC SAFE's Blue Book.
- Digital recordings of calls shall be kept on CD, DVD, or hard disk for a period of three years. All calls generated from the MTC SAFE shall be accessible via the remote monitor web page as described in Task 2 of which MTC SAFE's inspector shall select a minimum of 40 random calls for call auditing (for use in Level of Service rating). All calls shall be recorded, time stamped, and given a unique identification number that can be cross-referenced with other computer and paper data records and files, and the recordings available for download via the remote agent. All MTC SAFE records shall be kept confidential and separate from existing CAC records.
- **Deliverable 17: Monthly Report of Statistics and Availability of Recorded Calls for Inspection**
- Develop or Provide System Maintenance Schedule and Plan
 - Contractor shall establish a system maintenance schedule and plan that will ensure all equipment is kept in functioning order, as well as planned system and workstation upgrades to ensure call answering needs are met. The maintenance schedule and plan must be submitted to MTC SAFE for approval.
 - **Deliverable 18: Draft and Final System Maintenance Schedule and Plan**
- Develop or Provide Failure Notification Procedures
 - Should any portion of the CAC operations fail, Contractor must contact MTC SAFE within the timeframe set forth in the failure notification procedures. The procedures must be submitted to MTC SAFE for approval.
 - **Deliverable 19: Failure Notification Procedures**
- Submit Staff Training/Staff Changes Report Quarterly
 - Contractor shall submit reports and schedules of staff training and staff changes in the CAC on a quarterly basis.
 - **Deliverable 20: Quarterly Staff Training and Changes Report**

SCOPE OF WORK FOR REGIONAL SAFES

PHASE I - SET-UP AND IMPLEMENTATION OF CALL ANSWERING CENTER

- **Regional SAFE Task 1: Identify reporting needs and develop reporting mechanisms that meet monthly reporting requirements described in Regional SAFEs Task 3.**

PHASE II: CAC OPERATIONS

Regional SAFE Task 2 – Continuing CAC Operations

- Continue operations and staffing activities
 - Contractor shall periodically revise and update operational and training documents (e.g. training manuals, policies and procedures manuals) on an as needed basis in reaction to changes made in operational procedures.
 - Updates to manuals should be provided to Regional SAFEs
- Monitor program operations and implement any necessary corrective actions
- Attend SAFE meetings, as needed
- Bimonthly system tests
 - Contractor shall test all operational and backup CAC systems to ensure their proper functional health. Testing procedures shall be determined in cooperation with the Project Manager.
- Contractor shall prepare the following reports monthly and submit them with (or concurrent with) the monthly invoice for payment. Receipt of monthly reports shall precede payment:
 - A report including a complete list of calls completed each month, including call type, date, time, and call box number
 - A report which summarizes the monthly call statistics. The report must be able to be customized and reflect hourly, daily, weekly, and monthly calculations and reflect accurate call transfer and call type data. The report must include the following(list subject to change):
 - Number of calls received per month broken down into type of incident (i.e. Friends and Family, Rotational Tow, AAA, Accident, etc.)
 - Number of calls received, answered, and abandoned
 - Call answer delay for each call type
 - Average talk time and hold time
 - Calls made using the translation service provider
 - CAC staffing or occupancy by time interval
 - Explanation of the five longest calls and five longest call answer delay calls
 - Digital recordings of calls shall be kept on CD, DVD, or hard disk for a period of three years. All calls generated from the Regional SAFEs shall be accessible via the remote monitor web page of which the Regional SAFE Project Managers or their designated representative may review for call auditing purposes. All calls shall be recorded, time stamped, and given a unique identification number that can be cross-referenced with other computer and paper data records and files, and the recordings available for download via the remote agent. All MTC SAFE records shall be kept confidential and separate from existing CAC records.

- **Regional SAFE Deliverable 2:** Detailed list of monthly calls, Monthly Statistic Report and Availability of Recorded Calls for Inspection
- Develop or Provide System Maintenance Schedule and Plan
 - Contractor shall establish a system maintenance schedule and plan that will ensure all equipment is kept in functioning order, as well as planned system and workstation upgrades to ensure call answering needs are met. The maintenance schedule and plan must be submitted to Regional SAFE for approval.
 - **Regional SAFE Deliverable 3:** System Maintenance Schedule and Plan
- Develop or Provide Failure Notification Procedures
 - Should any portion of the CAC operations fail, Contractor must contact Regional SAFE within the timeframe set forth in the failure notification procedures. The procedures must be submitted to Regional SAFE for approval.
 - **Regional SAFE Deliverable 4:** Failure Notification Procedures
- Submit Staff Training/Staff Changes Report Quarterly
 - Contractor shall submit reports and schedules of staff training and staff changes in the CAC on a quarterly basis.
 - **Regional SAFE Deliverable 5:** Quarterly Staff Training and Changes Report

The cost of call answering (Regional SAFE Task 2) shall be based on the call volume received from call boxes located in each Regional SAFE. The Regional SAFEs shall use the same Level of Service measures for penalties or bonuses as MTC SAFE, and may choose to extend the contract using the two option periods or opt out of future contract option periods. Monthly invoices will be approved when accompanied by the monthly required reports consistent with the number of calls billed each month.

APPENDIX A-1: MINIMUM REQUIREMENTS FOR CAC

At a minimum, the selected Contractor shall provide a CAC that meets the following technical requirements:

- An Automatic Call Distributor (ACD) capable of prioritizing call box calls as first priority, giving recorded announcements to calls on hold, and allowing real-time remote monitoring of calls;
- Digital Centrex, PBX, or T1 lines capable of handling at least six simultaneous incoming call box calls. These lines should be provisioned as “emergency” and “ground start” and also allow for multi-way and conference calling, automatic call back, caller identification, and speed dialing. Calls should be automatically routed to a backup center should the CAC or lines go down;
- Three power fail telephone lines to ensure a link is maintained between the CAC and CHP in the event of a power failure or emergency;
- Capability to report individual call statistics for each call received, including but not limited to answer delay time, call duration, and call classification (this data must be reported monthly in order to receive payment);
- Capability to record each call digitally in the form of file such as WAV, and match the recorded call to a specific call record entry in the database to facilitate easy retrieval;
- Operator screens that mimic CHP and other SAFE CAC screens that minimizes operator decisions and maximizes standardization across other SAFEs statewide;
- Workstations with a processor speed no less than 1.0 GHz with a minimum of 256 MB of RAM and 20 GB of hard disk space;
- Server(s) with a processor speed no less than 2.0 GHz with a minimum of 512 MB of RAM and 120 GB of hard disk space running at 7200 RPM, and the capability to burn CD-ROMs or DVD-ROMs for voice log archiving and transfer to MTC SAFE;
- Local Area Network connecting all workstations to the central server(s) at internal speeds of 100 Mbps;
- Emergency power back up system capable of supplying electricity to the entire CAC operation for four hours in the event of a power outage, including uninterruptible power supplies to supply electricity between the power failure and the back up system coming online;
- Access to technical support during normal business hours within 3 hours, or 8 hours outside of normal business hours. Technical support shall be able to troubleshoot and solve hardware, networking, database, and software issues effectively and in a timely manner, as approved by MTC SAFE.
- 24 hour Spanish translation services.

The selected Contractor shall not be separately reimbursed for costs attributable to complying with these minimum requirements.

APPENDIX A-2: CALL HANDLING MATRIX

Call Types	Fixed Call Box Calls - Voice				Fixed Call Box Calls - TTY				511 Freeway Aid Calls - Voice			
	CHP Live Transfer	CHP Remote Agent	No CHP Action Required	Live Relay to Caltrans	CHP Live Transfer	CHP Remote Agent	No CHP Action Required	Live Relay to Caltrans	CHP Live Transfer	CHP Remote Agent	Live Relay to Caltrans	Document Only
Emergency												
1 Accident (special circumstance)	X				X							
2 Hazard/Debris	X				X							
a) on shoulder	X				X					X		
b) in lane	X				X							
c) pedestrian	X				X							
3 Fire	X				X							
4 DUI	X				X							
5 Medical	X				X							
6 Crime	X				X							
7 Miscellaneous (operator discretion)	X				X							
a) freeway sign broken	X				X					X		
b) on ramp meter broken	X				X					X		
c) CHP radio broken	X				X				X			
d) motorist connect to CHP	X				X							
e) suspicious activities	X				X							
8 Amber Alert	X				X				X			
Non - Emergency												
1 Disabled vehicle on freeway												
a) FSP	X				X				X			
b) rotational tow (credit/check)		X			X				X			
b2) rotational tow (cash)	X				X				X			
c) female alone		X				X			X			
d) female alone after dark	X				X				X			
e) car club			X				X			X		X
f) friend/family			X				X					X
2 Disabled vehicle on bridge/tunnel												
a) rotational tow				X				X			X	
b) female alone				X				X			X	
3 Duplicate call												
a) emergency	X				X				X			
b) non-emergency		X				X				X		
4 Accident (non-special circumstance)	X				X							
5 No Verbal Response (tapping)	X				X				X			
6 No Help		X			X				X			
Incidental												
1 Comarco Test Calls			X				X					N/A
2 Inappropriate Use												X
a) directions			X				X					
b) out of service area			X				X					X
c) car club												
3 Ghost Calls			X				X					X

APPENDIX A-3: SAMPLE INCIDENT SCREEN DESIGN

CALL BOX ID#:_____ Sign#:_____ Box Ph#:_____ TBLOC:_____
Site Description: 1.1 MI / S OF THE TRUCK SCALES
Site Description 2:_____
Responsible Agency: CHP_____ FSP: N City:_____ Zip:_____
How may I help you?_____
If flat tire, do you have a spare?:_____ Incident Code:_____ I/C:_____
Is your car safely on the right shoulder?:_____
Do you have a Roadside SVC Organization?:_____ FSP:_____
First Name:_____ Last Name:_____ Solo Female?:_____
Vehicle Color / Yr / Make / Model:_____
I have the following company that services your area:_____
How many people are in your vehicle?:_____
Phone#:_____ Response:_____
Phone#:_____ Response:_____
Phone#:_____ Response:_____

DISPOSITION OF CALL: OTA PAY Meth:_____
CLLR H/U 020 Y

APPENDIX A-4: SAMPLE CALL TYPE REPORT

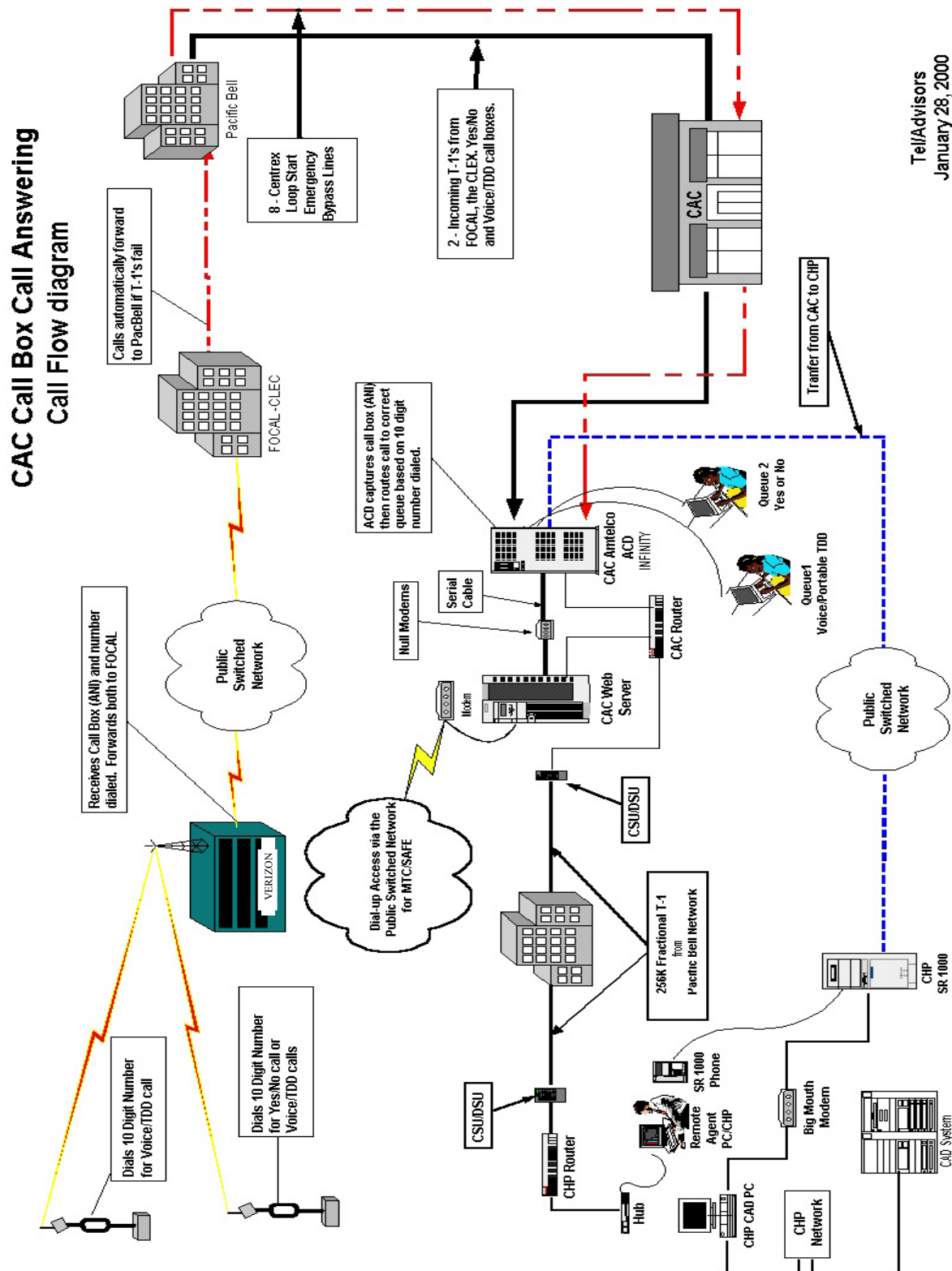
Call Type Report: MTC SAFE Calls Only

ALL CALLS

Between 3/1/2010 12:00 AM and 3/31/2010 11:59 PM

<i>Call Description</i>	<i>Transfer Type</i>	<i>Calls</i>	<i>Percent</i>
<i>Accident</i>	<i>Live</i>	0	0.00%
<i>Medical</i>	<i>Live</i>	0	0.00%
<i>Crime</i>	<i>Live</i>	0	0.00%
<i>Road Hazard</i>	<i>Live</i>	0	0.00%
<i>Fire</i>	<i>Live</i>	0	0.00%
<i>Other</i>	<i>Live or RM</i>	1	0.19%
<i>Subtotal:</i>		1	0.19%
<i>Duplicate Event</i>	<i>RM</i>	0	0.00%
<i>FSP</i>	<i>Live</i>	0	0.00%
<i>Miscellaneous</i>	<i>Live or RM</i>	0	0.00%
<i>Call Box Check</i>	<i>RM</i>	153	29.59%
<i>Subtotal:</i>		153	29.59%
<i>Disable, Female Alone</i>	<i>Live or RM</i>	62	11.99%
<i>Disable, Male</i>	<i>RM</i>	204	39.46%
<i>Disable, Rot Tow Req</i>	<i>Live or RM</i>	0	0.00%
<i>Disable, No Help</i>	<i>Live or RM</i>	97	18.76%
<i>Subtotal:</i>		363	70.21%
<i>Test Calls</i>	<i>File</i>	0	0.00%
<i>Inappropriate Call</i>	<i>File</i>	0	0.00%
<i>Ghost Call</i>	<i>File</i>	0	0.00%
<i>Courtesy Call</i>	<i>File</i>	0	0.00%

APPENDIX A-5: CURRENT CALL FLOW DIAGRAM



TellAdvisors
January 28, 2000

APPENDIX A-6: REMOTE OPERATOR MONITORING EVALUATION FORMS

Duration of Call: _____
Call Box Number: _____
Operator's Initials: _____
Caller's Gender & Status (i.e., vehicle occupants, etc.): _____

Nature of Call: _____

Resolution:

- | | |
|--|---|
| <input type="checkbox"/> Emergency | <input type="checkbox"/> Friends/Family |
| <input type="checkbox"/> FSP | <input type="checkbox"/> Rotational Tow |
| <input type="checkbox"/> AAA | <input type="checkbox"/> No Help |
| <input type="checkbox"/> Other Auto Club | <input type="checkbox"/> Other (Please Specify) _____ |

Observations and Training Needs:

Call Rating:

1. **Call Greeting:**.....
1 point: ☐ uses greeting
2. **Admonishments (Safety Admonishments should be given before each and every time a caller is placed on hold.)**
☐ none used (0 point) ☐ given, but not at all proper points (1 points) ☐ used at all proper points (2 points)
3. **Knowledge of services** (one point each):.....
☐ complete ☐ accurate ☐ used proper procedure

Rating system: 0=below average; 1=average; 2=above average

4. **Operator's pleasantness and professionalism:**.....
5. **Operator's helpful demeanor:**.....

TOTAL SCORE (out of 10 points):.....

Additional Information:

Is the motorist fluent in English? (Y/N) _____
Was translation service used? (Y/N) _____

MTC SAFE

CALL BOX CALL ANSWERING CENTER

511 FREEWAY AID CALL QUALITY RATING FORM

Duration of Call: _____

Operator's Initials: _____

Caller's Phone number (verified by operator): _____

Caller's Gender & Status (i.e., vehicle occupants, etc.): _____

Nature of Call: _____

Resolution:

☐ Emergency

☐ FSP

☐ AAA

☐ Other Auto Club

☐ Rotational Tow

☐ No Help

☐ Other (Please Specify) _____

Observations and Training Needs:

Call Rating:

1. **Call Greeting: Says "511 Freeway Aid"**..... _____

1 point: ☐ uses greeting

2. **Admonishments (Safety Admonishments should be given before each and every time a caller is placed on hold.)**

☐ none used (0 point) ☐ given, but not at all proper points (1 points) ☐ used at all proper points (2 points)

3. **Knowledge of services/location** (one point each):..... _____

☐ complete ☐ accurate ☐ used proper procedure

Rating system: 0=below average; 1=average; 2=above average

4. **Operator's pleasantness and professionalism:**..... _____

5. **Operator's helpful demeanor:**..... _____

TOTAL SCORE (out of 10 points):..... _____

Additional Information:

Is the motorist fluent in English? (Y/N)

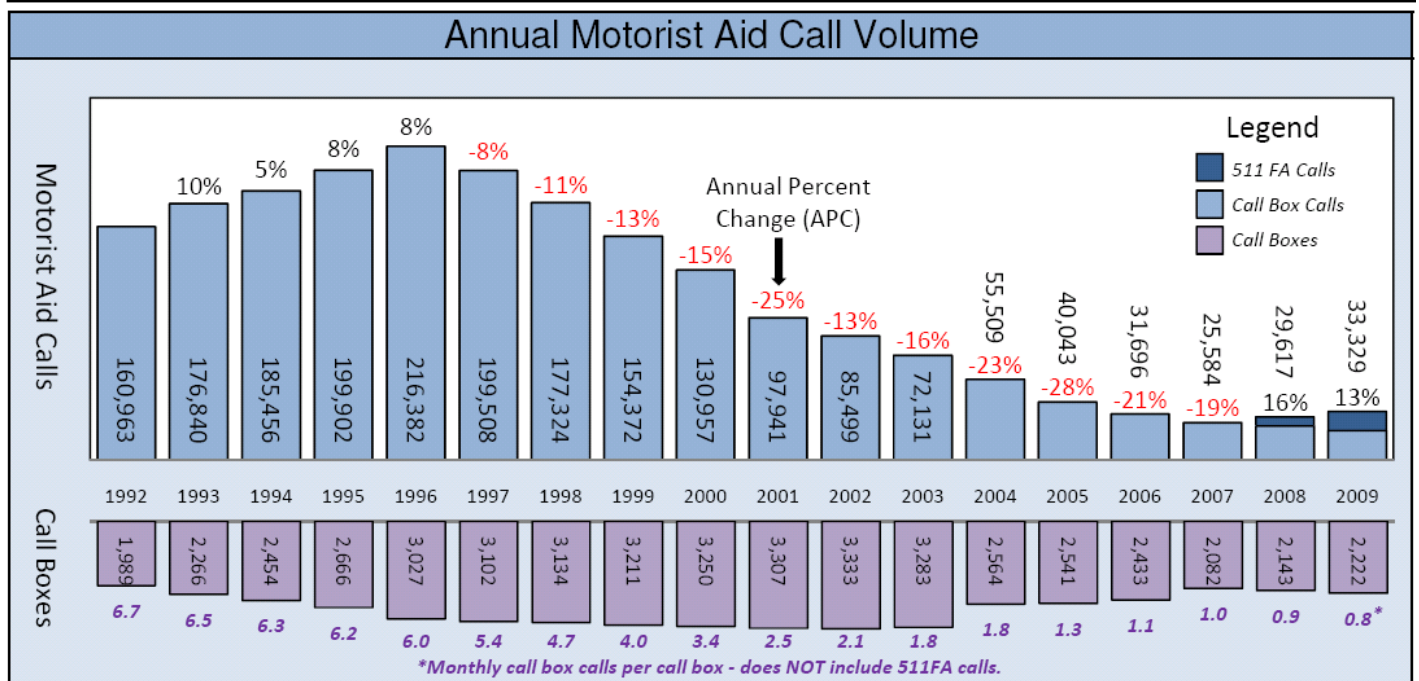
Was translation service used? (Y/N)

APPENDIX A-7: 2009 MTC SAFE CALL BOX CALL VOLUME TREND

All Call Box Calls 20,094	Highway Call Box Calls 17,473	Bridge Call Box Calls 2,621	511 Freeway Aid Calls 13,235
-------------------------------------	---	---------------------------------------	--

MTC Motorist Aid Calls			
<i>Calls from...</i>	<i>Completed by CAC</i>	<i>Completed by CHP*</i>	<i>Completed by Caltrans*</i>
Highway Call Boxes	71%	27%	2%
Bridge Call Boxes	38%	3%	59%
Subtotal of fixed call box calls	66%	24%	10%
511 Freeway Aid	92%	7%	1%
All Motorist Aid Calls	77%	17%	6%
<i>*Completed by CHP and/or Caltrans includes calls transferred from the CAC and a very small number of calls that are directly answered.</i>			

Motorist Aid Calls by Call Type			
Call Type	Call Boxes	511 Freeway Aid	Combined
Car Club	0%	1%	0%
FSP / Rotation Tow	3%	4%	4%
CHP Emergency	6%	1%	4%
CHP Non-Emergency	63%	3%	41%
Caltrans / Golden Gate	2%	1%	1%
Other	26%	91%	50%
TOTAL	100%	100%	100%



APPENDIX B-1: PHASE I TASK BUDGET PROPOSAL FORM

Provide a task budget for Phase I that breaks down costs for each item listed below as it relates to the Scope of Work.

The following notes apply to the cost estimates for Phase I:

- All costs listed below should include overhead, burden, or other indirect costs in addition to labor costs, including both CAC staff and subcontracted services and capital costs for all equipment purchases used solely for MTC SAFE's CAC operation and will become the assets of MTC SAFE.
- Please provide a brief explanation in the Notes column if cost of any tasks is \$0 or if any tasks have been accomplished

Task Description	Cost	Notes
Task 1: Planning and Design		
Task 2: CAC Setup		
Task 3: Operations Prep. and Setup		
Task 4: CAC Test Operations		
Task 5: CAC Operations Roll-Out		
Task 6: Implement Remote Agent*		
PHASE I TOTAL		

* MTC SAFE's share of remote agent setup only

APPENDIX B-2: PHASE II PRICE PER CALL PROPOSAL FORM

The payment for continuing operations (Phase II) will be compensated in two methods: 1) Call box calls will be based on a rate per call. Bonus payments for call box calls will be 3% of the base rate per call for each LOS measure exceeded. Penalty reductions will be 3% of the base rate per call for each LOS not met. 2) 511 Freeway Aid (MTC SAFE only) calls will be based on a connection fee plus a price per minute. Any 511 Freeway Aid calls exceeding ten minutes will be compensated solely on a flat rate of \$5.00. Phase II includes the following components and any others necessary to successfully operate the CAC that would be included in the price per call:

- Continue operations, staffing activities
- Submit report of statistics monthly
- Monitor program operations and implement any necessary corrective actions
- Attend monthly SAFE meetings, as needed
- Bimonthly system tests
- Profit, overhead, burden, or other indirect costs.

Proposers shall provide one base cost estimate for price per call. The prices in the signed price proposal form will be used in all contracts resulting from this RFP.

1) Base Rate Per Call:

\$ _____

a) Bonus/Penalty: 3% of Base Rate per Call

+/- _____

2) 511 Freeway Aid connection fee:

\$ _____

a) Price for each minute

\$ _____

b) Flat rate for calls exceeding ten minutes

\$5.00

Execution of this Form binds the proposer to providing Phase II service, as described in this RFP, at the price per call specified for the actual call volume.

Name of Proposer's Company:

Address:

Phone Number:

Fax Number:

Email:

Representative Name and Title:

Authorized Signature:

APPENDIX C: REFERENCE FORM

Name of Proposer's Company

Representative Name & Title

Phone Number

Please provide three (3) references of clients with similar contracts of \$50,000 or more in the last three (3) years. It is the Contractor's responsibility to provide reliable and responsive references. Only the three (3) references listed below will be contacted; additional references will not be considered.

The following information is required for each reference given:

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Services Provided

Contract Amount \$

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Services Provided

Contract Amount \$

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Services Provided

Contract Amount \$

APPENDIX D: SYNOPSIS OF PROVISIONS IN MTC SAFE'S STANDARD CONTRACTOR AGREEMENT

In order to provide bidders with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of MTC SAFE's standard agreement may be obtained from the Project Manager for this RFP.

Termination: MTC SAFE may, at any time, terminate the Agreement upon written notice to Contractor. Upon termination, MTC SAFE will reimburse the Contractor for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Contractor. If the Contractor fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice, and the Contractor is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

Insurance Requirement: See *Appendix D-I*, Insurance Requirements.

Independent Contractor: Contractor is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Contractor shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE, Caltrans, CHP and their commissioners, directors, officers, employees, representatives, and agents harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE, Caltrans, CHP and their commissioners, directors, officers, employees, representatives, and agents arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC SAFE Data") made available to the Contractor by MTC SAFE for use by the Contractor in the performance of its services under this Agreement shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of this Agreement. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by the Contractor in the context of the Project shall be the property of MTC SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Contractor under this Agreement and provided to MTC

SAFE as a deliverable shall be the property of MTC SAFE. Contractor will be required to assign all rights in copyright to such Work Product to MTC SAFE.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Contractor shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Contractor's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Contractor for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Contractor may not have any interest which conflicts with its performance under this Agreement.

Governing Law: The agreement shall be governed by the laws of the State of California.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC SAFE and its directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC SAFE (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the

replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX D-2: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E-1: MONTEREY COUNTY SAFE STANDARD CONTRACT

TRANSPORTATION AGENCY FOR MONTEREY COUNTY **AND (CONSULTANT'S NAME)** **AGREEMENT FOR PROFESSIONAL SERVICES**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [consultant's name], a [indicate legal status of entity, e.g., a California corporation, an individual dba ... , a California partnership, etc.], [consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. **Employment of Consultant.** TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.
 - (a) The work is generally described as follows:
 - (b) **Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.**
 - (c) **Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.**
 - (d) **Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.**
 - (e) **Consultant's project manager shall be the person specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from TAMC of the new project manager.**
2. **Term of Agreement.** The term of this Agreement shall begin upon execution hereof by Consultant and TAMC and, unless earlier terminated as provided herein, shall remain in force until _____.

3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in, Exhibit B upon receipt of deliverables in Exhibit A. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A. The maximum amount payable to the Consultant is set forth in Exhibit B.
4. Monthly Invoices by Consultant; Payment.
 - (a) Consultant shall submit to TAMC an invoice, in a format approved by TAMC, setting forth the amounts claimed by Consultant, the deliverables for which payment is requested, together with an itemized basis for such amounts, and setting forth such other pertinent information TAMC may require. Consultant shall submit such invoice monthly or as agreed by TAMC, but in no event shall such invoice be submitted later than 30 days after completion of Consultant's work hereunder. It is understood and agreed that Consultant shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding Consultant's submission of periodic invoices.
 - (b) **If, as of the date of execution of this Agreement, Consultant has already received payment from TAMC for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be credited toward TAMC's maximum liability set forth above.**
 - (c) **Consultant shall be reimbursed for travel expenses not to exceed the State of California approved travel reimbursement rates, which are to be included as part of the \$ _____ maximum contract amount.**
5. Indemnification. Consultant shall indemnify, defend, and save harmless TAMC and its officers, agents, and employees, from and against the following:
 - (a) any and all third party liabilities and claims for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) on account of Consultant's non-payment for any work, services, materials, or supplies furnished or provided by such third parties to or for Consultant or Consultant's subcontractors in connection with the performance of this Agreement; and
 - (b) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any person, firm, or corporation for damage, injury or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with any wrongful, willful, or negligent act or omission by Consultant in the performance of this Agreement. Consultant's performance of this Agreement shall include Consultant's action or inaction and the action or inaction of Consultant's officers, employees, agents, and subcontractors.
6. Insurance.
 - (a) Without limiting Consultant's duty to indemnify as set forth in this agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:

Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of \$1,000,000 per occurrence.

Professional liability insurance in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or termination of this Agreement.

Comprehensive automobile liability insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

(b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided herein, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant's completion of performance hereunder.

(c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.

(d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.

7. Workers' Compensation Insurance. If during the performance of this contract, Consultant employs one or more employees, then Consultant shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Sec. 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of \$1,000,000.00 per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of

insurance otherwise required by this agreement shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

8. Certificate of Insurance. Prior to the execution of this agreement by TAMC, Consultant shall file certificates of insurance with TAMC's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.
9. Maintenance of Records. Consultant shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. Consultant shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
10. Right to Audit at Any Time. TAMC officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
11. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder.
When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
12. Termination. TAMC may terminate this Agreement by giving written notice of termination to Consultant at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. TAMC may terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with

the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.

13. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
14. Non-discrimination. Throughout the performance of this Agreement, Consultant will not unlawfully discriminate, harass or allow harassment, against any person because of sex, race, color, religious creed, sex, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), denial of family and medical care leave, denial of pregnancy disability leave, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
15. Harassment. The Agency maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
16. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
17. Delegation of Duties; Subcontracting. Consultant is engaged by TAMC for its unique qualifications and abilities. Consultant may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to consultant's employees is contemplated herein. No work shall be subcontracted without the written consent of TAMC, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, Consultant shall continue to be liable to TAMC for the performance of all work hereunder. Any work performed by a subcontractor shall be done in conformance with

this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervision, administrative and other expenses, or reimbursable costs. Consultant shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without TAMC prior written consent.

18. Agency's Rights in Work Product. All original materials prepared by Consultant in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of TAMC and shall be delivered to TAMC prior to final payment. Consultant may utilize any existing materials developed by Consultant prior to commencement of work under this Agreement, which materials shall remain the property of Consultant.
19. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
20. Conflict of Interest. Consultant warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
21. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
22. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
23. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
24. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be [NAME and TITLE]; TAMC's designated administrator of this Agreement shall be [NAME and TITLE].
27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:

To Consultant:

Tel:
Fax:

Tel:
Fax:

28. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
29. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
30. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A – Scope of Work and Work Schedule
Exhibit B – Fixed Fee Schedule
Exhibit C – A completed federal W-9 form, Request for Taxpayer identification Number and Certification.
31. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

CONSULTANT

By _____
Debra L. Hale (Signature)

Executive Director

Consultant's Business Name*

By: _____

(Name/Title: Chair, Pres., or V.P.)*

Dated: _____

Dated: _____

By: _____
(Signature)

(Name/Title: Secy., CFO, or Treas.)*

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

APPENDIX E-2: SANTA CRUZ COUNTY SAFE STANDARD CONTRACT

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: _____ for Santa Cruz County Regional Transportation Commission as specified in Exhibit "A": Scope of Work, which by this reference is incorporated herein.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows: (select a, b or c)

- a. Total payment is not to exceed \$_____ for time and materials at an hourly rate of \$_____ and at actual cost for materials and reimbursable expenses. CONTRACTOR shall serve an on-call basis as needed.
- b. Total payment is not to exceed \$_____, processed for payment in full after project completion, receipt of invoice, and approval of project manager.
- c. Total payment is not to exceed \$_____ for time and materials at the rates and conditions set forth in Exhibit "B": Fee Schedule, which by this reference is incorporated herein. Fees for professional services and reimbursable expenses will be billed no less than monthly (or quarterly) and processed for payment upon approval of the project manager. Ten percent (10%) of the invoice amount will be retained and paid after submittal of the final invoice and satisfactory completion of project.

3. **TERM.** The term of this contract shall be: _____ through _____.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COMMISSION both initial here ____/____

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION
____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission.”

(3) All required insurance policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County Regional
Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional
Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue ____
Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COMMISSION.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the COMMISSION.

Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. ATTACHMENTS. This Agreement includes the following attachments that are incorporated into and made a part of this Agreement by this reference:

Exhibit "A": Scope of Work
Exhibit "B": Fee Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

**3. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Administrative Services Officer

COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal & Project Manager*
- *Contractor*

APPENDIX E-3: SAN LUIS OBISPO COUNTY SAFE STANDARD CONTRACT

**CONTRACT BETWEEN
THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
AND
Independent Contractor.
FOR SAN LUIS OBISPO CALL BOX MAINTENANCE**

THIS CONTRACT is made and entered on this 1st day of January 2011, by and between the SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, hereinafter referred to as SLOSAFE, and independent Contractor., hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, San Luis Obispo Council of Governments (SLOCOG) acting as San Luis Obispo Service Authority for Freeways and Expressways (SLOSAFE), pursuant to California Streets and Highways Code Section 2550 et seq., is responsible for administering the call box program in San Luis Obispo County; and

WHEREAS, SLOSAFE manages and operates a system of 168 call boxes at selected locations along state highways within the County, in which call boxes are used to provide communications for motorist aid purposes using a call answering center (herein referred to as "CAC") services of the type provided by CONTRACTOR; and

WHEREAS, SLOSAFE have determined that the use of "CAC" services will provide cost savings as well as an improvement in services for the motoring public; and

WHEREAS, SLOSAFE desires to engage CONTRACTOR to render such services for the provision of "CAC" services project within San Luis Obispo County ("project"), on the terms and conditions contained below in this contract; and

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK:

The CONTRACTOR agrees to carry out the tasks identified in the Scope of Work (as specified in Attachment A)

II. TIME OF PERFORMANCE:

This Agreement shall become effective upon SLOSAFE's notification to CONTRACTOR of its approval thereof and shall terminate five (5) years thereafter.

Contract time will be from September 1, 2010 through June 30th, 2013 with the option for two additional two-year terms at the sole discretion of SLOSAFE. This Agreement shall not be assigned without the prior written consent of SLOSAFE, and any attempt to assign without such consent shall be void and confer no rights on any third parties.

SLOSAFE, at its sole discretion, may renew this Contract for a total of two (2) separate two (2) year terms:

First Option: Fiscal Years 13/14 and 14/15

Second Option: Fiscal Years 15/16 and 16/17

III. PAYMENT FOR SERVICES:

Payment to the CONTRACTOR shall be based on rate per call plus bonus as identified in [Attachment B](#). Each such invoice shall be due and payable on the thirtieth (30th) day after it is received by SLOSAFE.

IV. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall be responsible for the timely performance of all service addressed in the [Scope of Work \(Attachment A\)](#). The review, checking, approval, acceptance of, or payment for any services under this Agreement by SLOSAFE shall not relieve CONTRACTOR of the responsibility for the accuracy, completeness and coordination of CONTRACTOR's services. Nor shall such actions by SLOSAFE be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of or in connection with the performance of CONTRACTOR's obligations under this Agreement.

V. SLOSAFE REPRESENTATIVE

SLOSAFE shall designate a Project Manager who shall represent SLOSAFE in all matters pertaining to the services to be rendered pursuant to this Agreement. He/She shall have authority to resolve disputes arising under this Agreement. Any other SLOSAFE personnel assigned to this Project shall be assigned for the convenience of SLOSAFE.

VI. CONTRACTOR'S REPRESENTATIVE

CONTRACTOR shall designate a Project Manager to represent CONTRACTOR. CONTRACTOR may designate others as its Project Manager from time to time as necessary. CONTRACTOR's Project Manager shall have authority to resolve disputes arising under this Agreement and shall be available during normal SLOSAFE working hours to discuss and solve any problems which may arise.

VII. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between SLOSAFE and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between SLOSAFE and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to SLOSAFE pursuant to this Agreement, except for SLOSAFE's project manager or persons from SLOSAFE assigned to the project by SLOSAFE, are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of SLOSAFE. CONTRACTOR shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to such person for injuries arising from or connected with service performed on behalf of CONTRACTOR pursuant to this Agreement.

VIII. SUBCONTRACTOR

CONTRACTOR may, with SLOSAFE's approval, which shall not be unreasonably withheld or delayed, use a subcontractor(s) with respect to any of the services to be furnished by CONTRACTOR hereunder. CONTRACTOR shall notify SLOSAFE of the identity, qualifications and experience of any such subcontractor or subcontractors. SLOSAFE shall have no liability to any such subcontractor

for payment for services performed by it and any subcontractors. CONTRACTOR under this Agreement is aware that the responsibility for payment for the services or any other work performed by any such subcontractor shall be solely the responsibility of CONTRACTOR.

IX. INSPECTION OF SERVICES

Duly authorized representatives of SLOSAFE shall have a right of access to the CONTRACTOR's plans, files (including electronic files), and other records relating to the project included in this CONTRACT, and may review services at appropriate stages during the performance of this CONTRACT.

X. NUMBER OF DOCUMENTS:

The CONTRACTOR shall provide SLOSAFE with originals of all deliverables (in hard copy and electronic form), and copies of all field notes, sampling and testing data, engineering reports, and other work products associated with the completion of work as described in [the Scope of Work \(Attachment A\)](#).

XI. OWNERSHIP OF DOCUMENTS:

All field notes, tracings, plans, specifications, maps, correspondence, sampling information, analytical laboratory data, reports, and other documentation prepared or obtained by the CONTRACTOR under the terms of this CONTRACT shall be the sole property of SLOSAFE, without restriction or limitation on their use. Nothing contained within this provision is intended to limit CONTRACTOR's rights, ownership, and the use of CONTRACTOR's designs, data, evaluations and instruments of service in accordance with usual custom and practice in connection with the provision of professional services.

If any of these field notes, tracings, plans, specifications, maps, correspondence and other documentation prepared under the terms of this CONTRACT are used for any future work other than that specified herein, and if such documents are used without the CONTRACTOR's written acknowledgment, the CONTRACTOR shall be relieved of any liability caused by the use of same.

XII. COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that he/she has not employed or retained any company or person other than a bona fide employee, to solicit or secure this CONTRACT, and that he/she has not paid or agreed to pay any company or person other than an authorized employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. Any breach or violation of this warranty (by the CONTRACTOR), shall grant SLOSAFE the right to annul this CONTRACT without liability, or in its discretion to deduct from the CONTRACT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XIII. STANDARD OF CARE

All documents and products shall be in conformity with applicable State and Federal laws and shall be consistent with established standards for professional services.

XIV. CHANGES IN SERVICES:

Minor changes in the various tasks to be performed by CONTRACTOR may be made from time to time by written change orders issued by SLOSAFE Project Manager and agreed to in writing by CONTRACTOR. Such change orders shall not modify the overall purpose, terms or compensation provisions of the Agreement unless expressly set forth therein.

XV. TERMINATION:

- a. Termination for Convenience. SLOSAFE may terminate this contract, in whole or in part, at any time by written notice, which shall include a date of termination, to the Contractor when it is in the SLOSAFE's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SLOSAFE to be paid the Contractor. If the Contractor has any property in its possession belonging to the SLOSAFE, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SLOSAFE may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SLOSAFE that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SLOSAFE, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure. SLOSAFE in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SLOSAFE's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from SLOSAFE setting forth the nature of said breach or default, SLOSAFE shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SLOSAFE from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. Waiver of Remedies for Any Breach. In the event that SLOSAFE elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SLOSAFE shall not limit SLOSAFE's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. In the event SLOSAFE terminates this Agreement in whole or in part as provided [above](#), SLOSAFE may procure, upon such terms and in such manner as SLOSAFE may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to SLOSAFE for any excess costs for such services, which are similar in scope and level of effort; provided that SAFE shall use reasonable efforts to obtain such substitute services at the lowest available cost and provided, further, that CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section. If, after notice of termination under the provisions of this Section, it is determined that CONTRACTOR was not in default the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. In addition to the provisions herein, CONTRACTOR may, by written notice to SLOSAFE, immediately terminate the whole or any part of this Agreement if SLOSAFE fails to pay any monies due and payable by it to CONTRACTOR within forty (40) days after appropriate written demand therefore.

- f. In the event of breach of this contract by CONTRACTOR, it would be impracticable or extremely difficult to fix the actual damages resulting from the breach and, therefore, CONTRACTOR agrees to pay to SLOSAFE, as liquidated damages and not as a penalty, the sum of \$100.00 for each day a call box is inoperative as a result of the unexcused failure of CONTRACTOR to maintain said box in accordance with this Agreement, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from a breach by CONTRACTOR.
- g. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XVI. NOTICES:

Any and all notices or other communications required or permitted by this CONTRACT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing (or by Email as appropriate and agreed to by both parties) and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

SLOSAFE
Ronald L. De Carli
Executive Director
SLOCOG
1150 Osos Street, Suite 202
San Luis Obispo, CA 93401
(805) 781-4219

CONTRACTOR
name
title
company
address
city/state
phone

XVII. INDEMNITY, PERFORMANCE BOND, AND INSURANCE:

A. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless SLOSAFE, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including CONTRACTOR, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of SLOSAFE, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the SLOSAFE, its officers and employees.

It is the intent of the parties to provide SLOSAFE the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this CONTRACT and the remaining language shall be given full force and effect.

B. Performance Bond.

CONTRACTOR shall provide a faithful performance bond in the sum of \$150,000.00 payable to SLOSAFE and executed by a corporate surety authorized to do business as a surety in the State of California and be on the accredited list of the United States Treasury Department. Such bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of this Agreement and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon.

C. Insurance. CONTRACTOR, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed

operations coverage for four (4) years following completion of CONTRACTOR's work under this Agreement and acceptance by SLOSAFE. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the SLOSAFE, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term SLOSAFE shall include officers, employees, volunteers and agents of SLOSAFE and San Luis Obispo Council of Governments, individually or collectively.

a. **Minimum Scope and Limits of Required Insurance Policies.** The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to SLOSAFE:

(1) **Commercial General Liability Insurance Policy (CGL).** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein ISO) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to CONTRACTOR's work under this Agreement.

(2) **Business Automobile Liability Policy (BAL).** Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 Any Auto (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. CONTRACTOR shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of SLOSAFE.

(3) **Workers Compensation and Employers Liability Insurance Policy (WC / EL).** This policy shall include at least the following coverages and policy limits:

- (i) Workers Compensation insurance as required by the laws of the State of California; and
- (ii) Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein BI); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

(4) **Professional Liability Insurance Policy (PL).** This policy shall cover damages, liabilities, and costs incurred as a result of CONTRACTOR's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). CONTRACTOR shall notify SLOSAFE if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

(b) **Deductibles and Self-insurance Retentions.** Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by CONTRACTOR and approved by SLOSAFE before work is begun pursuant to this Agreement. At the option of SLOSAFE, CONTRACTOR shall either reduce or eliminate such deductibles or self-insured retentions as respect SLOSAFE, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to SLOSAFE guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

(c) **Endorsements.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- (1) A Cross Liability, Severability of Interest or Separation of Insureds clause (CGL & BAL);
- (2) SLOSAFE and San Luis Obispo Council of Governments, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of CONTRACTOR's performance of work under this Agreement (CGL & BAL);
- (3) If the insurance policy covers an accident basis, it must be changed to an occurrence (CGL & BAL)
- (4) This policy shall be considered primary insurance with respect to any other valid and collectible insurance SLOSAFE may possess, including any self-insured retention SLOSAFE may have, and any other insurance SLOSAFE does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- (5) No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to SLOSAFE at the address set forth below (CGL, BAL, WC /EL & PL);
- (6) CONTRACTOR and its insurers shall agree to waive all rights of subrogation against SLOSAFE, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- (7) Deductibles and self-insured retentions must be declared (All Policies).

(d) **Absence of Insurance Coverage.** SLOSAFE may direct CONTRACTOR to immediately cease all activities with respect to this CONTRACT if it determines that CONTRACTOR fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this CONTRACT. Any delays or expense caused due to stopping of work and change of insurance shall be considered CONTRACTOR's delay and expense. At SLOSAFE's discretion, under conditions of lapse, SLOSAFE may purchase appropriate insurance and charge all costs related to such policy to CONTRACTOR.

(e) **Proof of Insurance Coverage and Coverage Verification.** Prior to commencement of work under this CONTRACT, and annually thereafter for the term of this CONTRACT, CONTRACTOR, or each of CONTRACTOR's insurance brokers or companies, shall provide SLOSAFE a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for CONTRACTOR shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo Council of Governments
[Attn: James Worthley, Senior Planner](#)
1114 Marsh Street
San Luis Obispo, CA 93401

XVIII. GENERAL COMPLIANCE WITH LAWS:

The CONTRACTOR shall comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this CONTRACT in accordance with the requirements described in [Attachment C](#), attached hereto and incorporated herein.

XIX. PROFESSIONAL'S CERTIFICATION:

The assigned professional shall be required to certify all reports and other documents furnished to SLOSAFE under this CONTRACT to the extent required by the Professional Engineer's Act and the Land Surveyor's Act of the State of California, and the usual custom and practice for similar services.

XX. EMPLOYMENT STATUS:

CONTRACTOR shall, during the entire term of the CONTRACT, be construed to be an independent contractor and nothing in this CONTRACT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SLOSAFE to exercise discretion or control over the professional manner in which CONTRACTOR performs the services which are the subject matter of this CONTRACT; provided always however that the services to be provided by CONTRACTOR shall be provided in a manner consistent with all applicable standards and regulations governing such services.

CONTRACTOR understands and agrees that CONTRACTOR's personnel are not and will not be eligible for membership in or any benefits from any SLOSAFE group plan for hospital, surgical or medical insurance or for membership in any SLOSAFE retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a SLOSAFE employee.

XXI. GOVERNMENT CODE SECTION 7550:

The CONTRACTOR acknowledges his/her obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

XXII. SUCCESSOR AND ASSIGNS:

This CONTRACT shall be binding upon the heirs, successors, executors, administrators and assignees of the respective parties hereto.

XXIII. ENTIRE AGREEMENT AND MODIFICATION:

This CONTRACT supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this CONTRACT, CONTRACTOR relies solely upon the provisions contained in this CONTRACT and no others.

XXIV. NON-ASSIGNMENT OF CONTRACT:

Inasmuch as this CONTRACT is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest therein without the prior written consent of SLOSAFE and any such assignment, transfer, delegation or sublease without SLOSAFE's prior written consent shall be considered null and void.

XXV. COVENANT:

This CONTRACT has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this CONTRACT shall be determined and governed by the laws of the State of California. The parties agree that the most significant duties and obligations of the parties created hereunder are performable in San Luis Obispo County and shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this CONTRACT.

XXVI. ENFORCEABILITY:

If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXVII. WARRANTY OF CONTRACTOR:

CONTRACTOR warrants that CONTRACTOR and each of the personnel employed or otherwise retained by CONTRACTOR are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

XXVIII. FORCE MAJEURE:

CONTRACTOR shall not be responsible for failure or delay in performing any obligation under this Agreement due to causes beyond its control, including, but not limited to, fire, storm flood, earthquake, explosion, accidents, acts of public enemies, war, insurrection, salvage, epidemic, quarantine, restrictions, embargoes, failures or delays in transportation or in sources of supply of parts or components, delays in obtaining consents or approvals from SLOSAFE or its Project Manager or from other county or state agencies, acts of God, acts, laws, rules, regulations, directions or restrictions of any local or national government or any agency thereof, or any order of any court of competent jurisdiction.

XXIX. VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

No waiver or breach of any provision of this Agreement by any party shall constitute a waiver of any other breach of such provision. Failure to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof.

IN WITNESS WHEREOF, SLOSAFE and CONTRACTOR have executed this CONTRACT effective on the first aforementioned day and year.

BY
SLOSAFE

CONTRACTOR

**SAN LUIS OBISPO
COUNCIL OF GOVERNMENTS**

company.

By: _____
Tom O'Malley, President
San Luis Obispo Council of Governments

By: _____
name/title
company

Dated: _____

Dated: _____

ATTEST:

Ronald L. De Carli
Executive Director
San Luis Obispo Council of Governments

APPROVED AS TO FORM:

Rita L. Neal
SLOCOG Legal Counsel

Dated: _____

Attachment A

Scope of Work

SCOPE OF WORK for SLOSAFE

PHASE I - SET-UP AND IMPLEMENTATION OF CALL ANSWERING CENTER

Regional SAFE Task 1 – Prepare and Implement Remote Agent

- Procure and configure equipment for remote agent
 - Contractor shall be responsible for purchasing equipment and related communications lines (DSL, fractional T1) for the remote agent link from the CAC to 1) CHP Monterey Dispatch (Salinas, shared among MTC, Santa Cruz, and Monterey SAFEs), and 2) CHP SLO Dispatch (San Luis Obispo).
 - **Regional SAFE Deliverable 1:** Installation of Remote Agent to Two CHP Centers

PHASE II: CAC Operations

Regional SAFE Task 2 – Continuing CAC Operations

- Continue operations and staffing activities
 - Contractor shall periodically revise and update operational and training documents (e.g. training manuals, policies and procedures manuals) on an as needed basis in reaction to changes made in operational procedures.
- Monitor program operations and implement any necessary corrective actions
- Attend SAFE meetings, as needed
- Bimonthly system tests
 - According to a system test plan as provided by the Project Manager, Contractor shall test all operational and backup CAC systems to ensure their proper functional health.
- Submit Report of Statistics Monthly
 - All reports must be able to be customized and reflect hourly, daily, weekly, and monthly calculations. Contractor shall prepare the following reports monthly and submit them with the monthly invoice for payment (list subject to change):
 - Number of calls received per month broken down into type of incident (i.e. Friends and Family, Rotational Tow, AAA, Accident, etc.)
 - Number of calls received, answered, and abandoned
 - Call answer delay for each call type
 - Average talk time and hold time
 - Calls made using the translation service provider
 - CAC staffing or occupancy by time interval
 - Explanation of the five longest calls and five longest call answer delay calls, as identified in the previous month's Blue Book (motorist assistance statistical handbook, available upon request).
 - Contractor shall make Automatic Call Distributor (ACD) data available to Regional SAFE's data analyst for inclusion in Regional SAFE's Blue Book.
 - Digital recordings of calls shall be kept on CD, DVD, or hard disk for a period of three years. Each month, Contractor shall forward a minimum of 40 random calls to Regional SAFE's inspector for call rating (for use in Level of Service rating). All calls shall be recorded, time stamped, and given a unique identification number that can be cross-referenced with other computer and paper data records and files, and the recordings available for download via the remote agent. All Regional SAFE records shall be kept confidential and separate from existing CAC records.
 - **Regional SAFE Deliverable 2:** Monthly Report of Statistics and Availability of Recorded Calls for Inspection

- Develop or Provide System Maintenance Schedule and Plan
 - Contractor shall establish a system maintenance schedule and plan that will ensure all equipment is kept in functioning order, as well as planned system and workstation upgrades to ensure call answering needs are met. The maintenance schedule and plan must be submitted to Regional SAFE for approval.
 - **Regional SAFE Deliverable 3:** System Maintenance Schedule and Plan
- Develop or Provide Failure Notification Procedures
 - Should any portion of the CAC operations fail, Contractor must contact Regional SAFE within the timeframe set forth in the failure notification procedures. The procedures must be submitted to Regional SAFE for approval.
 - **Regional SAFE Deliverable 4:** Failure Notification Procedures
- Submit Staff Training/Staff Changes Report Quarterly
 - Contractor shall submit reports and schedules of staff training and staff changes in the CAC on a quarterly basis.
 - **Regional SAFE Deliverable 5:** Quarterly Staff Training and Changes Report

Each Regional SAFE shall be responsible for its own share of Regional SAFE Deliverable 1. Contractor shall invoice each Regional SAFE separately. For CHP Monterey Dispatch, remote agent set up costs shall be split evenly among four agencies: MTC, Santa Cruz, San Luis Obispo, and Monterey SAFEs. The cost of call answering (Regional SAFE Task 2) shall be based on the call volume received from call boxes located in each Regional SAFE. The Regional SAFEs shall use the same Level of Service measures for penalties or bonuses as MTC SAFE, and may choose to extend the contract using the two option periods or opt out of future contract option periods. In addition, each Regional SAFE may terminate the contract for convenience at any time during the contract period.

Exhibit A Locations of Call Boxes (7-1-08)

SignNumber	Dir	County	Route	Postmile	SignNumber	Dir	County	Route	Postmile	SignNumber	Dir	County	Route	Postmile
SL-001-0198	NB	SLO	1	20	SL-046-0389	WB	SLO	46	39	SL-101-0418	NB	SLO	101	41.9
SL-001-0199	SB	SLO	1	20	SL-046-0408	EB	SLO	46	40.9	SL-101-0419	SB	SLO	101	41.9
SL-001-0218	NB	SLO	1	21.8	SL-046-0409	WB	SLO	46	40.9	SL-101-0444	NB	SLO	101	44.3
SL-001-0223	SB	SLO	1	21.7	SL-046-0429	WB	SLO	46	43	SL-101-0445	SB	SLO	101	44.3
SL-001-0244	NB	SLO	1	24.4	SL-046-0453	WB	SLO	46	45	SL-101-0462	NB	SLO	101	46.5
SL-001-0245	SB	SLO	1	24.4	SL-046-0472	EB	SLO	46	47.1	SL-101-0463	SB	SLO	101	46.5
SL-001-0262	NB	SLO	1	26.1	SL-046-0493	WB	SLO	46	49.1	SL-101-0482	NB	SLO	101	48
SL-001-0263	SB	SLO	1	26.2	SL-046-0508	EB	SLO	46	50.8	SL-101-0483	SB	SLO	101	48.1
SL-001-0284	NB	SLO	1	28.2	SL-046-0533	WB	SLO	46	53.2	SL-101-0502	NB	SLO	101	50.1
SL-001-0285	SB	SLO	1	28	SL-046-0546	EB	SLO	46	55	SL-101-0503	SB	SLO	101	50.1
SL-001-0297	SB	SLO	1	29.7	SL-046-0547	WB	SLO	46	55	SL-101-0522	NB	SLO	101	52.2
SL-001-0298	NB	SLO	1	29.7	SL-046-0573	WB	SLO	46	57.2	SL-101-0523	SB	SLO	101	52.2
SL-001-0322	NB	SLO	1	32.7	SL-046-0587	WB	SLO	46	58.8	SL-101-0538	NB	SLO	101	53.7
SL-001-0323	SB	SLO	1	32.7	SL-101-0022	NB	SLO	101	2	SL-101-0539	SB	SLO	101	53.7
SL-001-0342	NB	SLO	1	34.1	SL-101-0023	SB	SLO	101	2	SL-101-0562	NB	SLO	101	56.2
SL-001-0343	SB	SLO	1	34	SL-101-0042	NB	SLO	101	4	SL-101-0563	SB	SLO	101	56.1
SL-001-0362	NB	SLO	1	R36	SL-101-0043	SB	SLO	101	4	SL-101-0582	NB	SLO	101	58.2
SL-001-0363	SB	SLO	1	R36.1	SL-101-0062	NB	SLO	101	5.9	SL-101-0583	SB	SLO	101	58.3
SL-001-0383	SB	SLO	1	38	SL-101-0063	SB	SLO	101	5.9	SL-101-0602	NB	SLO	101	60.2
SL-001-0405	SB	SLO	1	40.3	SL-101-0078	NB	SLO	101	7.9	SL-101-0603	SB	SLO	101	60.2
SL-001-0423	SB	SLO	1	42.1	SL-101-0079	SB	SLO	101	7.9	SL-101-0622	NB	SLO	101	62
SL-001-0443	SB	SLO	1	44.4	SL-101-0102	NB	SLO	101	10.3	SL-101-0623	SB	SLO	101	62.1
SL-001-0459	SB	SLO	1	45.7	SL-101-0103	SB	SLO	101	10.3	SL-101-0642	NB	SLO	101	64.5
SL-001-0479	SB	SLO	1	47.6	SL-101-0122	NB	SLO	101	12.2	SL-101-0643	SB	SLO	101	64.3
SL-001-0508	NB	SLO	1	49.8	SL-101-0123	SB	SLO	101	12.2	SL-101-0662	NB	SLO	101	66.7
SL-001-0518	NB	SLO	1	51.9	SL-101-0138	NB	SLO	101	14.1	SL-101-0663	SB	SLO	101	66.7
SL-001-0538	NB	SLO	1	54	SL-101-0139	SB	SLO	101	14	SL-101-0682	NB	SLO	101	R68.2
SL-001-0562	NB	SLO	1	56	SL-101-0152	NB	SLO	101	15.2	SL-101-0683	SB	SLO	101	R68.3
SL-001-0599	SB	SLO	1	R60	SL-101-0153	SB	SLO	101	15.3	SL-166-0102	EB	SLO	166	10.1
SL-001-0625	SB	SLO	1	62.4	SL-101-0179	SB	SLO	101	18.4	SL-166-0119	WB	SLO	166	11.8
SL-001-0674	NB	SLO	1	R67.3	SL-101-0184	NB	SLO	101	18.5	SL-166-0145	WB	SLO	166	14.4
SL-001-0703	SB	SLO	1	70.8	SL-101-0204	NB	SLO	101	R20.5	SL-166-0159	WB	SLO	166	15.9
SL-001-0743	SB	SLO	1	74.3	SL-101-0218	NB	SLO	101	R21.9	SL-166-0184	EB	SLO	166	18.1
SL-033-0046	NB	SLO	33	4.6	SL-101-0219	SB	SLO	101	R22	SR-166-0242	EB	SB	166	R24.1
SL-041-0022	NB	SLO	41	2.2	SL-101-0244	NB	SLO	101	R24.3	SR-166-0259	WB	SB	166	R26
SL-041-0044	NB	SLO	41	4.4	SL-101-0245	SB	SLO	101	R24.3	SR-166-0276	EB	SB	166	R27.8
SL-041-0058	NB	SLO	41	6	SL-101-0262	NB	SLO	101	26.2	SR-166-0288	EB	SB	166	R29
SL-041-0082	NB	SLO	41	8.2	SL-101-0263	SB	SLO	101	26.2	SL-166-0359	WB	SLO	166	R35.7
SL-041-0102	NB	SLO	41	10.1	SL-101-0282	NB	SLO	101	28.5	SL-166-0409	WB	SLO	166	40.9
SL-041-0123	SB	SLO	41	12.2	SL-101-0283	SB	SLO	101	28.5	SL-166-0432	EB	SLO	166	43
SL-041-0423	SB	SLO	41	42.2	SL-101-0302	NB	SLO	101	30.4	SL-166-0449	WB	SLO	166	45
SL-041-0443	SB	SLO	41	45.4	SL-101-0303	SB	SLO	101	30.4	SL-166-0472	EB	SLO	166	47.7
SL-041-0472	NB	SLO	41	47	SL-101-0322	NB	SLO	101	32	SL-166-0493	WB	SLO	166	49
SL-041-0476	NB	SLO	41	48.4	SL-101-0323	SB	SLO	101	31.9	SR-166-0513	WB	SB	166	R51.1
SL-046-0015	WB	SLO	46	R1.2	SL-101-0339	SB	SLO	101	R33.7	SR-166-0533	WB	SB	166	53.1
SL-046-0032	EB	SLO	46	R3	SL-101-0340	NB	SLO	101	R33.7	SR-166-0552	EB	SB	166	55.2
SL-046-0052	EB	SLO	46	R5.2	SL-101-0344	NB	SLO	101	R34.2	SR-166-0567	WB	SB	166	56.3
SL-046-0072	EB	SLO	46	R7	SL-101-0345	SB	SLO	101	R34.1	SR-166-0598	EB	SB	166	59.9
SL-046-0088	EB	SLO	46	R8.9	SL-101-0350	NB	SLO	101	35.1	SR-166-0614	EB	SB	166	61.5
SL-046-0112	EB	SLO	46	R10.9	SL-101-0351	SB	SLO	101	35	SR-166-0632	EB	SB	166	63.1
SL-046-0138	EB	SLO	46	R13.7	SL-101-0362	NB	SLO	101	36.1	SR-166-0653	WB	SB	166	65.3
SL-046-0153	WB	SLO	46	R15	SL-101-0363	SB	SLO	101	36.1	SR-166-0673	WB	SB	166	67.1
SL-046-0168	EB	SLO	46	R16.9	SL-101-0374	NB	SLO	101	37.5	SR-166-0692	EB	SB	166	69
SL-046-0328	EB	SLO	46	32.4	SL-101-0375	SB	SLO	101	37.5	SL-166-0708	EB	SLO	166	70.8
SL-046-0348	EB	SLO	46	34.6	SL-101-0398	NB	SLO	101	40.1	SL-166-0728	EB	SLO	166	72.9
SL-046-0368	EB	SLO	46	37	SL-101-0399	SB	SLO	101	40.2	SL-166-0746	EB	SLO	166	74.718
										SL-101-0205	SB	SLO	101	R20.5

Source: //useful callbox files/callbox PM locations 7-1-08.xls – contains Lat and Long as well.

ATTACHMENT B

Payments rates to be established with MTC, SCCRTC, TAMC joint RFP / contract.

PHASE II Price Per Call Proposal Form

The payment for continuing operations (Phase II) will be compensated in two methods: Call box calls will be based on a rate per call while 511 Freeway Aid (MTC SAFE only) calls will be based on a connection fee plus a price per minute. Any 511 Freeway Aid calls exceeding ten minutes will be compensated solely on a flat rate of \$5.00. Bonus payments for call box calls will be 3% of the base rate per call for each LOS measure exceeded. Penalty reductions will be 3% of the base rate per call for each LOS not met. Phase II includes the following components and any others necessary to successfully operate the CAC that would be included in the price per call:

- Continue operations, staffing activities
- Submit report of statistics monthly
- Monitor program operations and implement any necessary corrective actions
- Attend monthly SAFE meetings, as needed
- Bimonthly system tests
- Profit, overhead, burden, or other indirect costs.

Proposers shall provide one base cost estimates for price per call. The price proposal will be used by all contracts resulting from this RFP.

1) Base Rate Per Call:

- a) Bonus/Penalty: 3% of Base Rate per Call +/-

2) 511 Freeway Aid connection fee:

- a) Price for each minute
- b) Flat rate for calls exceeding ten minutes \$5.00

ATTACHMENT C
SLOSAFE REGULATORY REQUIREMENTS

A. Compliance with Laws, Rules, and Regulations:

All activities performed by the Parties pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, or local laws, and any rules or regulations promulgated thereunder, including but not limited to applicable federal requirements including those specified in Section B., below. The Parties shall each pay their own taxes required to be paid by any applicable federal, state, or local law unless otherwise provided in this Agreement. Further, each Party shall secure, on its own behalf, or any and all licenses, permits, and inspections required by law. The Parties shall assure that all of their own employees operating vehicles possess a valid, current Class B California Driver's License with appropriate endorsements.

B. Federal Requirements:

1. Energy Conservation: The Parties agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. Clean Water:

(a) The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. Contractor agrees to report each violation to the SLOSAFE and understands and agrees that the SLOSAFE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Parties also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3. No Obligation by the Federal Government:

(a) SLOSAFE and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying or related agreements, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SLOSAFE, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. Program Fraud and False or Fraudulent Statements or Related Acts:

(a) The Parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Parties certify or affirm the truthfulness and accuracy of any statement they have made, they make, they may make, or cause to be made, pertaining to the underlying Contract or the FTA assisted Project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Parties further acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Parties to the extent the Federal Government deems appropriate.

(b) The Parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307Un)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. Civil Rights: The following requirements apply to the underlying Agreement:

(a) Non-discrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Parties agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Parties agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Agreement:

(1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Parties agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Parties agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Parties agree to comply with any implementing requirements FTA may issue.

(2) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Parties agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Parties agree to comply with any implementing requirements FTA may issue.

(3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Parties agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Parties agree to comply with any implementing requirements FTA may issue.

(4) The Parties also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Disadvantaged Business Enterprises (“DBE”):

(a) Contract Assurance – The Parties or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Parties shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Parties to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the non-breaching Party deems appropriate.

(b) Prompt Progress Payment to Subcontractors – The Parties or any of their subcontractors shall pay to any subcontractor not later than 10 days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the contracting Party's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Parties or any of their subcontractors in the event of a dispute involving late payment or non-payment by either Party, deficient subcontractor performance, and/or non-compliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

(c) Prompt Payment of Withheld Funds to Subcontractors - The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

7. Lobbying – The Parties agree to comply with all applicable requirements regarding “lobbying” including 31 U.S.C. section 1352 and 49 C.F.R. Parts 19 and 20.

8. Access to Records – The Parties agree to, and require all subcontractors to, provide the United States Secretary of Transportation, the Comptroller General of the United States, and SLOSAFE or Contractor, or their duly authorized representatives, access to the Party's or any subcontractors' records as requested to conduct audits and inspections related to this Agreement.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

9. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. Recycled Products – Recovered Materials – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 DFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. Government-Wide Debarment and Suspension – Suspension and Debarment – This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enter into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Contractor. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Privacy Act - Contracts involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

13. Breaches and Dispute Resolution.

(a) Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the SLOSAFE Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the SLOSAFE Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the SLOSAFE Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) Performance During Dispute – Unless otherwise directed by SLOSAFE, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts

he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the SLOSAFE and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the SLOSAFE is located.

(e) Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SLOSAFE or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Incorporation of Federal Transit Administration (“FTA”) Terms – The preceding provisions of Attachment B, include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220,1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SLOSAFE request which would cause SLOSAFE to be in violation of the FTA terms and conditions.